City Council Meeting Agenda

June 23, 2026
6:00 PM
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California
Amendment No. 1 - 6/18/26

Mayor
Amy Bublak

Council Members
Kevin Bixel
Cassandra Abram
Erika Phillips
Rebecka Monez
(Vice Mayor)

Interim City Manager
Christopher Fisher
City Clerk
Nichole Fiez
City Attorney
Katie Lucchesi

SPEAKER CARDS: To accommodate those wishing to address the Council and allow for staff follow-up, speaker cards are available for any agendized topic or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Turlock City Council meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, please contact the City Clerk's Office at (209) 668-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the City Council on any item appearing on the agenda, including Consent Calendar and Public Hearing items, before or during the City Council's consideration of the item. Members of the public will be allowed three (3) minutes for comments.

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. **CALL TO ORDER**

2. **SALUTE TO THE FLAG**

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

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

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

City Council.

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

   A. Presentation: Turlock Partnership Incentive Program Check Presentation: Wicked UTV (Economic Development)

   B. Certificates of Recognition Presented to the Virtual Turlock Student Project Team

   C. Proclamation: July as Parks and Recreation Month

   D. Presentation: Golden State Boulevard (Roads Program)

   E. Presentation: Short-Range Transit Plan Community Engagement (Transit)

6. **PUBLIC PARTICIPATION**

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

7. **CITY MANAGER REPORTS/UPDATES**

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

8. **CONSENT CALENDAR**

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

   A. Accepting the Minutes of the June 9, 2026 Special City Council Meeting and the June 9, 2026 Regular City Council Meeting

   B. Accepting the Weekly Demands of May 22, 2026 Through May 28, 2026 in the Amount of $3,463,446.66, May 29, 2026 Through June 4, 2026 in the Amount of $1,879,797.19,

Accounts Payable EFT February 1, 2026 Through February 28, 2026 in the Amount of $609,531.38 and Payroll EFT February 1, 2026 Through February 28, 2026 in the Amount of $2,373,988.16.

C. Accepting the Investment and Cash Report for the Month of May 2026 in the Amount of $320,303,767.56.

D. Accepting Improvements for City Project No. 24-042 "Senior Center Roof & HVAC Replacement" and Authorizing the City Engineer to File a Notice of Completion (Engineering)

E. Accepting Improvements for City Project No. 24-036 "Renovations at Senior Center and Marty Yerby Recreational Facility" and Authorizing the City Engineer to File a Notice of Completion (Engineering)

F. Accepting Improvements for City Project No. 23-040 "Water Line Replacement for 2024 Roads Program Construction" and Authorizing the City Engineer to File a Notice of Completion (Engineering)

G. Awarding Bid and Approving an Agreement with Ace-High Engineering for City Project No. 25-068 "In-Plant Drain Repair" in the Amount of $50,733.00 (Engineering)

H. Awarding Bid and Approving an Agreement with Ornamental Solutions Inc. for City Project No. 25-048 "Security Fence Improvements at the Public Safety Facility" (Engineering)

I. Approving an Agreement with Websoft Developers, Inc. for a Computerized Maintenance Management System (CMMS) and a Mobile Work Order Management Software System (WQC)

J. Awarding RFB No. 06-2026 and Approving Contract No. 2027-009 with Kemira Water Solutions, Inc. for the Supply and Delivery of Ferric Chloride (WQC)

K. Awarding RFB No. 11-2026 and Approving Contract No. 2027-013 with Univar Solutions USA LLC for the Supply and Delivery of Sodium Bisulfite (WQC)

L. Awarding RFP No. 2026-RFP-016 and Approving Contract No. 2026-159, in a form approved by the City Attorney, with Microbac Laboratories, Inc. for Laboratory Analysis Services for a period of five (5) years, in a Total not to Exceed Amount of $1,800,000 (WQC)

M. Awarding RFB No. 13-2026 and Approving Contract No. 27-14 with Univar Solutions USA LLC for the Supply and Delivery of Sodium Hypochlorite (WQC)(SRWA)

N. Approving an Agreement with Zenith Billboards, LLC for Transit Advertising Program Management for a Term of Five (5) years (Transit)

O. Approving an Agreement Between Motorola Solutions and the City of Turlock for Maintenance of the Radio System (Police)

P. Approving an Agreement with Jocelyn E. Roland, PH.D., to Provide Counseling/Psychotherapy Services and Pre-Employment Psychological Evaluations for the Turlock Police Department (Police)

Q. Approving Amendment No. 3 to an Agreement Between the City of Turlock and Axon Enterprises, Inc., for an Added AI Technology Appendix (Police)

R. Approving Amendment No. 3 to an Agreement Between the City of Turlock and Clark Pest Control of Stockton, Inc. for Pest and Weed Control Services, to Increase the Annual Compensation Amount to $106,690 (Purchasing)

S. Appointment of Measure A Local Transactions (Sales) and Use Tax Citizen's Oversight Committee Member (City Clerk)

T. Approve UKG Workforce Management Subscription Services and HRchitect Implementation Agreement for Citywide Timekeeping, Scheduling, and Attendance Improvements (Human Relations)

U. Approving the Adoption of a Memorandum of Understanding Between the City of Turlock and Turlock Associated Police Officers (TAPO) Covering the Period August 1, 2024 Through July 30, 2027 (Human Relations)

V. Approving the Salary Range of Water Resources Analyst II and Amending the Turlock City Employees Association (TCEA) Salary Schedule Effective July 1, 2026 (Human Relations)

9. **FINAL READINGS**

10. **PUBLIC HEARINGS**

A. Appeal of the Planning Commission's April 2, 2026 Determination Upholding the Administrative Decision Regarding the Application for Building Permit #25-1123 (Development Services)

11. **ACTION ITEMS**

A. Approval of Memorandum of Understanding (MOU) Between the City of Turlock and California State University, Stanislaus for the Virtual Turlock Project (Economic Development)

B. Appointing John J. Murphy to the Position of City Manager for the City of Turlock and Approving the Related Employment Agreement (Human Relations)

12. **COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS**

13. **CLOSED SESSION**

14. **REPORTS FROM CLOSED SESSION**

15. **ADJOURNMENT**

PROCLAMATION

CITY OF TURLOCK INC. 1908

DESIGNATING
JULY AS PARK AND RECREATION MONTH
JULY 2026

WHEREAS, parks and recreation are an integral part of communities throughout this country, including Turlock; and, parks and recreation promote health and wellness, improving the physical and mental health of people who enjoy parks and public spaces; and,

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and,

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, walking, biking, swimming, and many other activities designed to promote active lifestyles; and,

WHEREAS, parks and recreation are a leading provider of healthy meals, nutrition services and education; and,

WHEREAS, parks and recreation programming and education activities, such as out-of-school time programming and youth sports and activities, are critical to childhood development; and,

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and,

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and,

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and Turlock recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our residents, do hereby designate July as Park and Recreation Month in the City of Turlock.

IN WITNESS WHEREOF, I, AMY BUBLAK, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 23rd day of June, 2026.

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

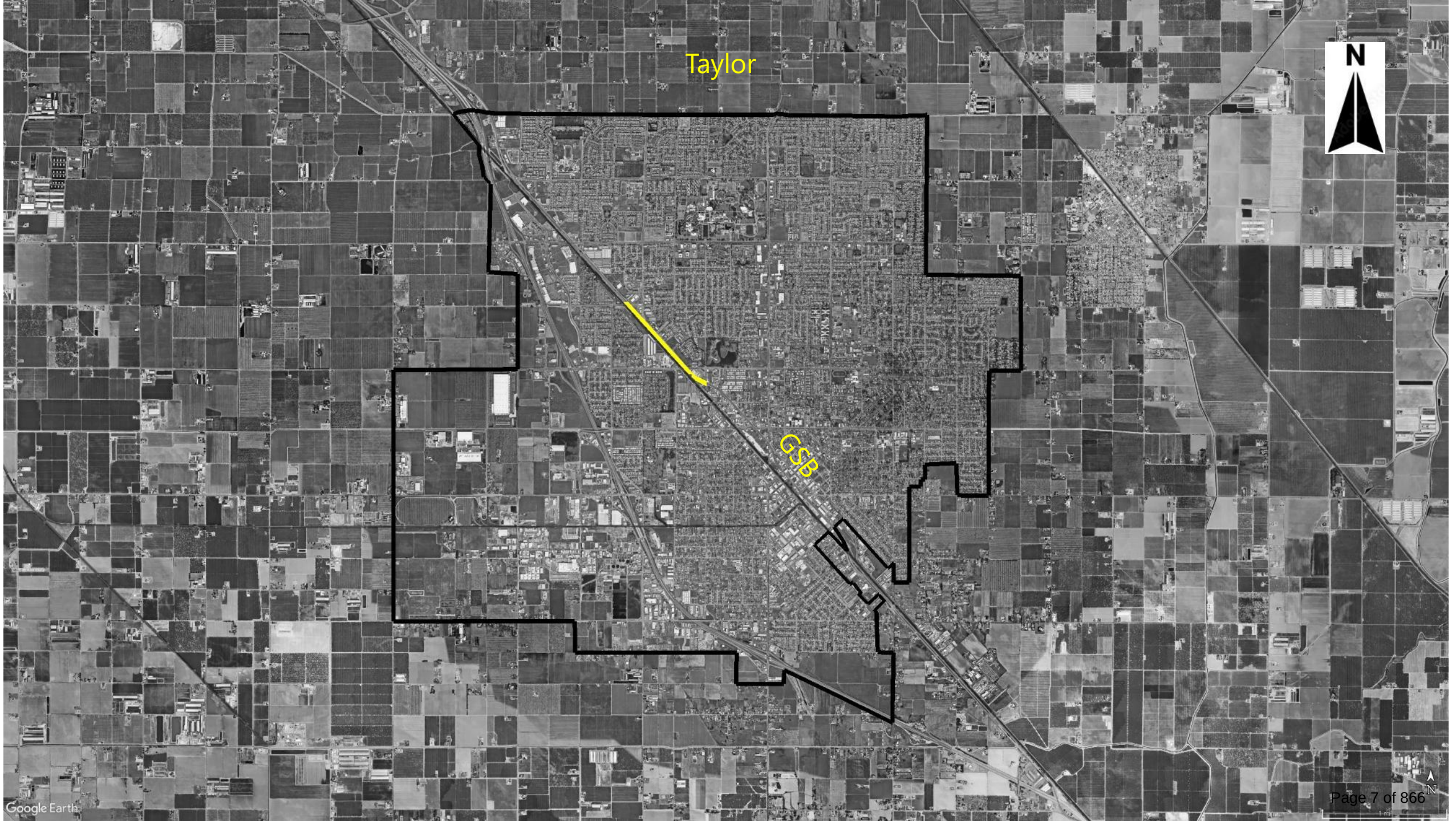
N. Golden State Blvd Pavement Rehabilitation Project

(Dels Lane to W. Tuolumne Road)

MARK THOMAS

City Council Presentation

June 23, 2026


Taylor
GSB
N
Google Earth

Project Objective

- Pavement Rehabilitation
- ADA Compliance
- Consistent with City's Active Transportation Plan (ATP) and General Plan (GP)

GSB (Dels to Tuolumne)

Meeting Agenda

- Overview of Golden State Blvd
  - Process
  - Existing Condition
  - City ATP and General Plan
- Proposed Improvements
  - Typical Cross Sections
  - Pavement Rehabilitation
  - Update Curb Ramps (ADA Compliance)
- Project Funding
- Project Schedule

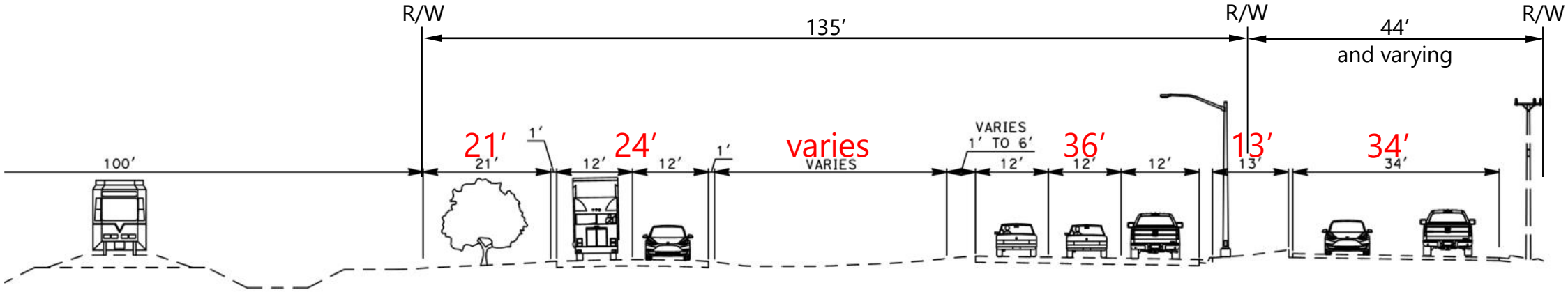
GSB (Dels to Tuolumne)

Project Delivery Process

GSB (Dels to Tuolumne)

N. Walnut
W. Tuolumne
Dels
W. Hawkeye
Divanian
Pedras
UPRR
N. GSB
N. Tully
Fulkerth
Google Earth

Existing Condition



UPRR Golden State Blvd Divanian

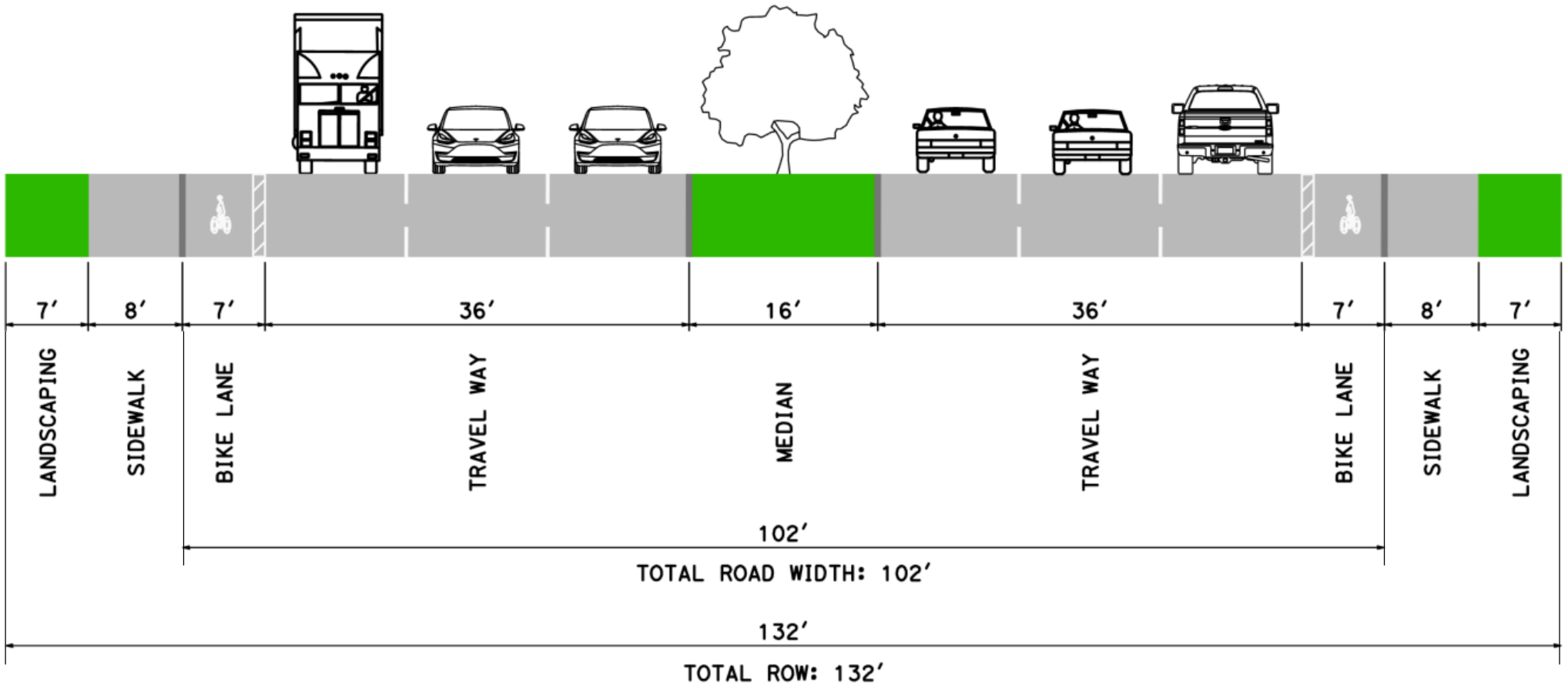
Existing Corridor

Preliminary Engineering

- Data Collection
  - Surveying
  - Geotechnical Investigation
  - Utilities Research
- Conceptual (30%) Design Recommendations
  - Corridor Typical Cross Sections
  - Pavement Rehabilitation

GSB (Dels to Tuolumne)

GP Typical Cross Section

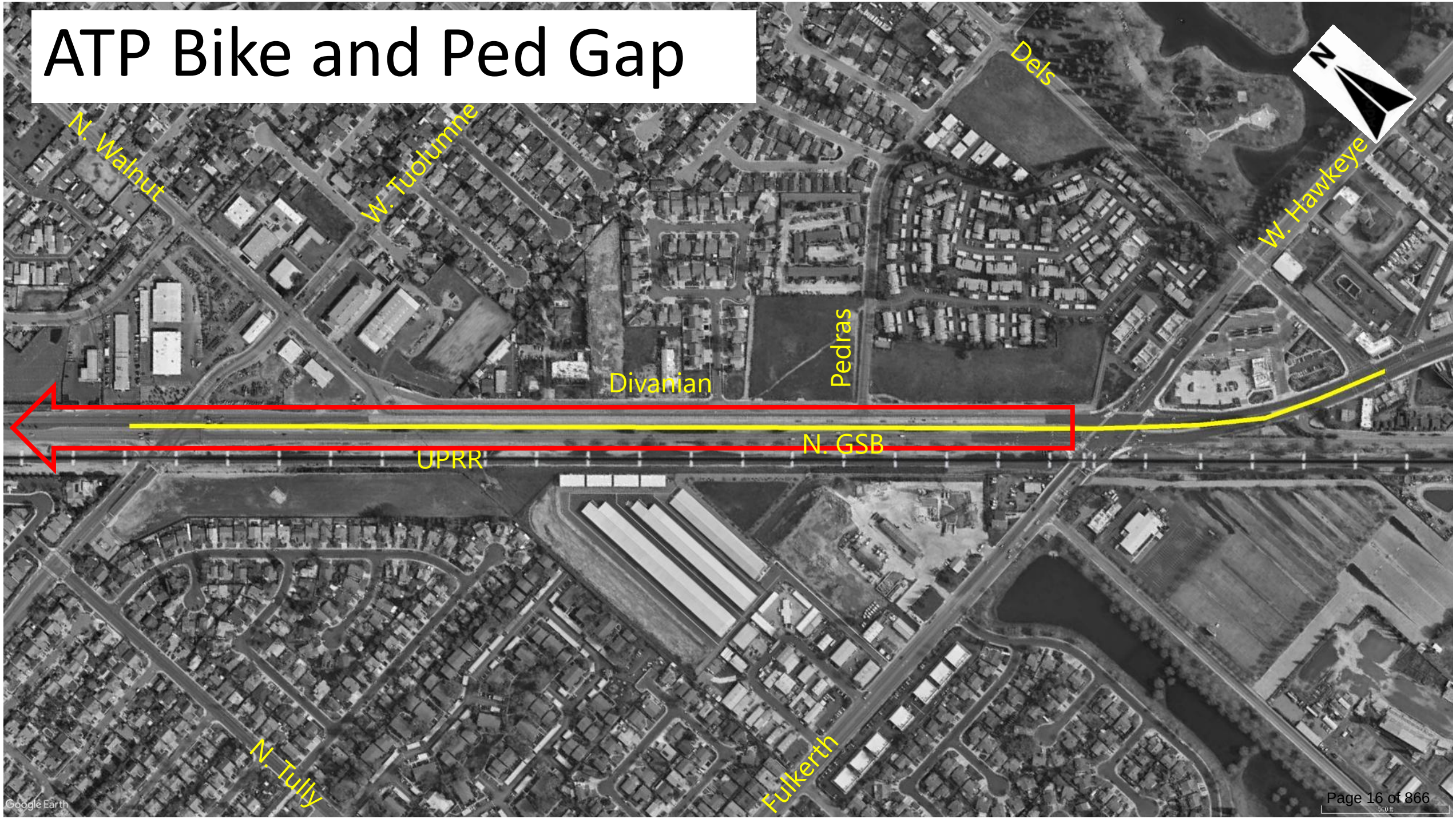


Expressway (6 Lanes)

GSB (Dels to Tuolumne)

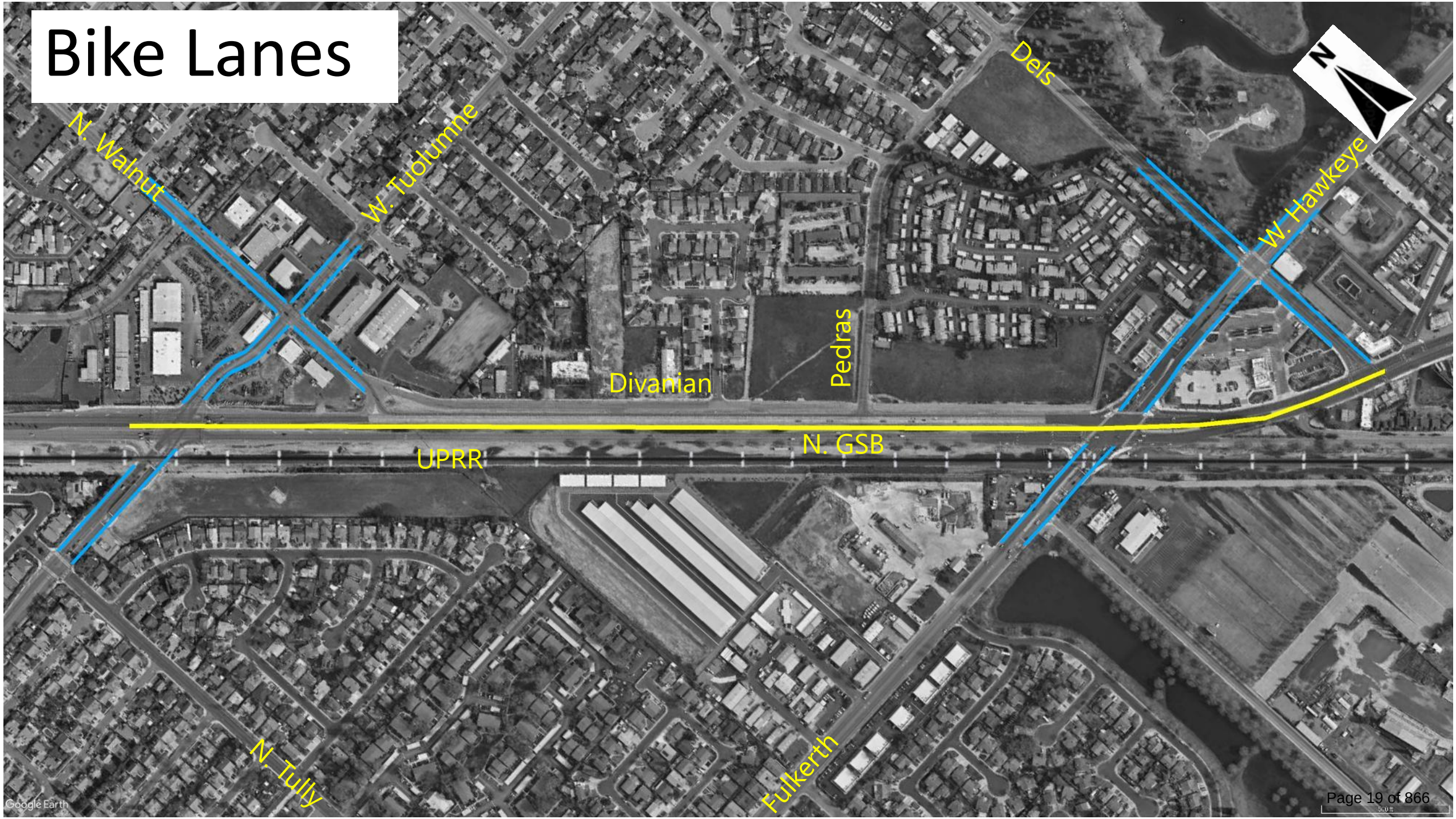
Typical Cross Section

Expressway (6 Lanes)


ATP Bike and Ped Gap
N. Walnut
W. Tuolumne
Dels
W. Hawkeye
Pedras
Divanian
N. GSB
UPRR
N. Tully
Fulkerth
Google Earth

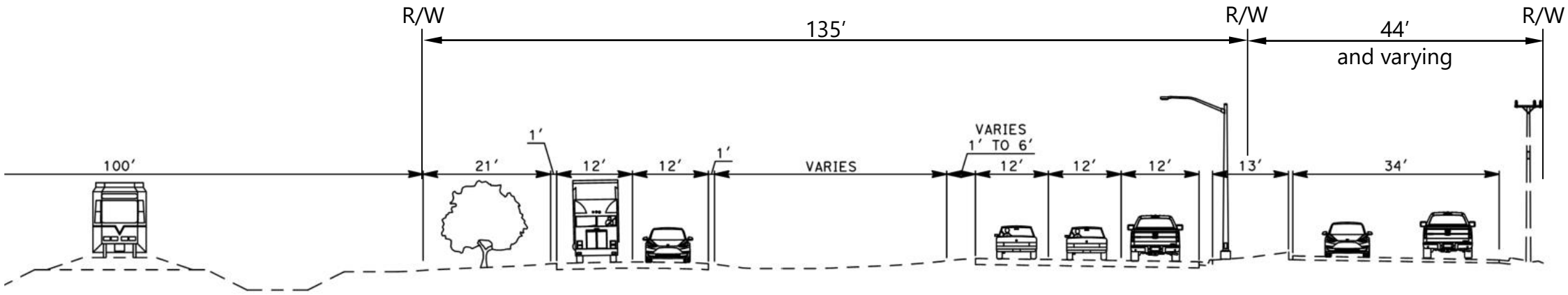
Corridor Sidewalk

Corridor Sidewalk


Bike Lanes
N. Walnut
W. Tuolumne
Dels
W. Hawkeye
Pedras
Divanian
N. GSB
UPRR
N. Tully
Fulkerth
Google Earth

Bike Lanes
N. Walnut
W. Tuolumne
Dels
W. Hawkeye
Pedras
Divanian
N. GSB
UPRR
N. Tully
Fulkerth
Google Earth

Typical Section



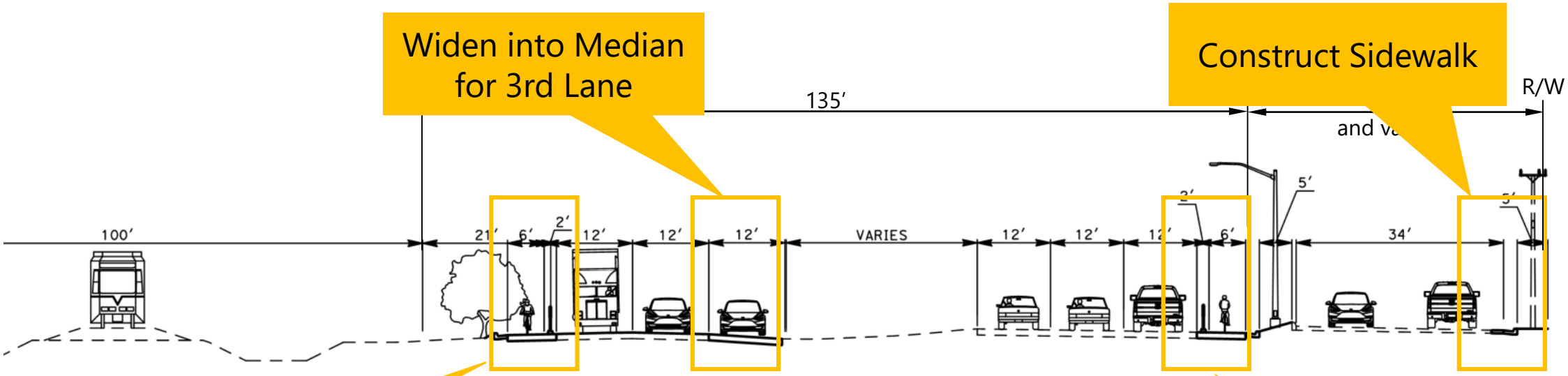
Existing Corridor

GSB (Dels to Tuolumne)

Right of Way

N. Walnut
W. Tuolumne
Dels
W. Hawkeye
Pedras
Divanian
N. GSB
UPRR
N. Tully
Fulkerth
Google Earth

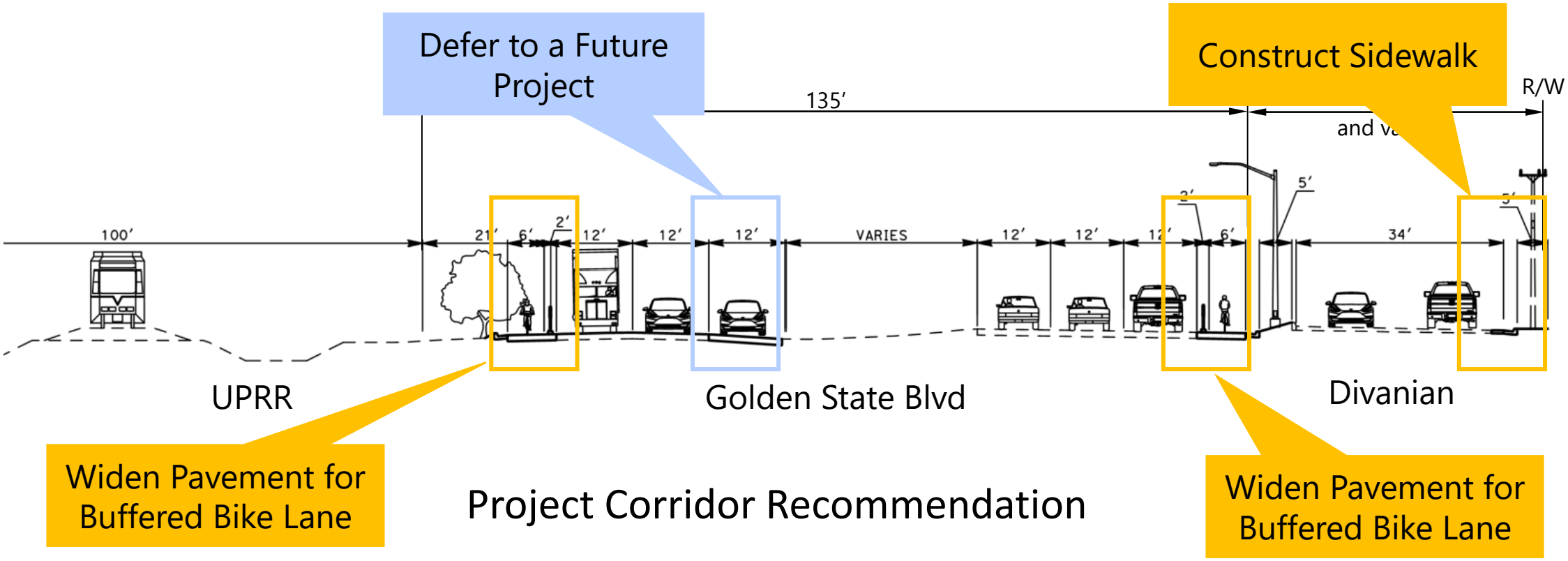
Typical Section



Ultimate Corridor Recommendation

GSB (Dels to Tuolumne)

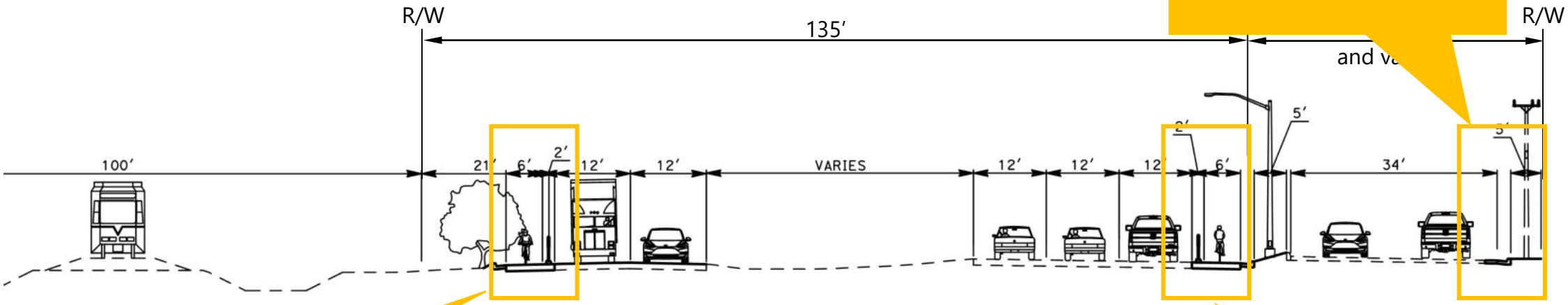
Typical Section



Project Corridor Recommendation

GSB (Dels to Tuolumne)

Typical Section



Construct Sidewalk

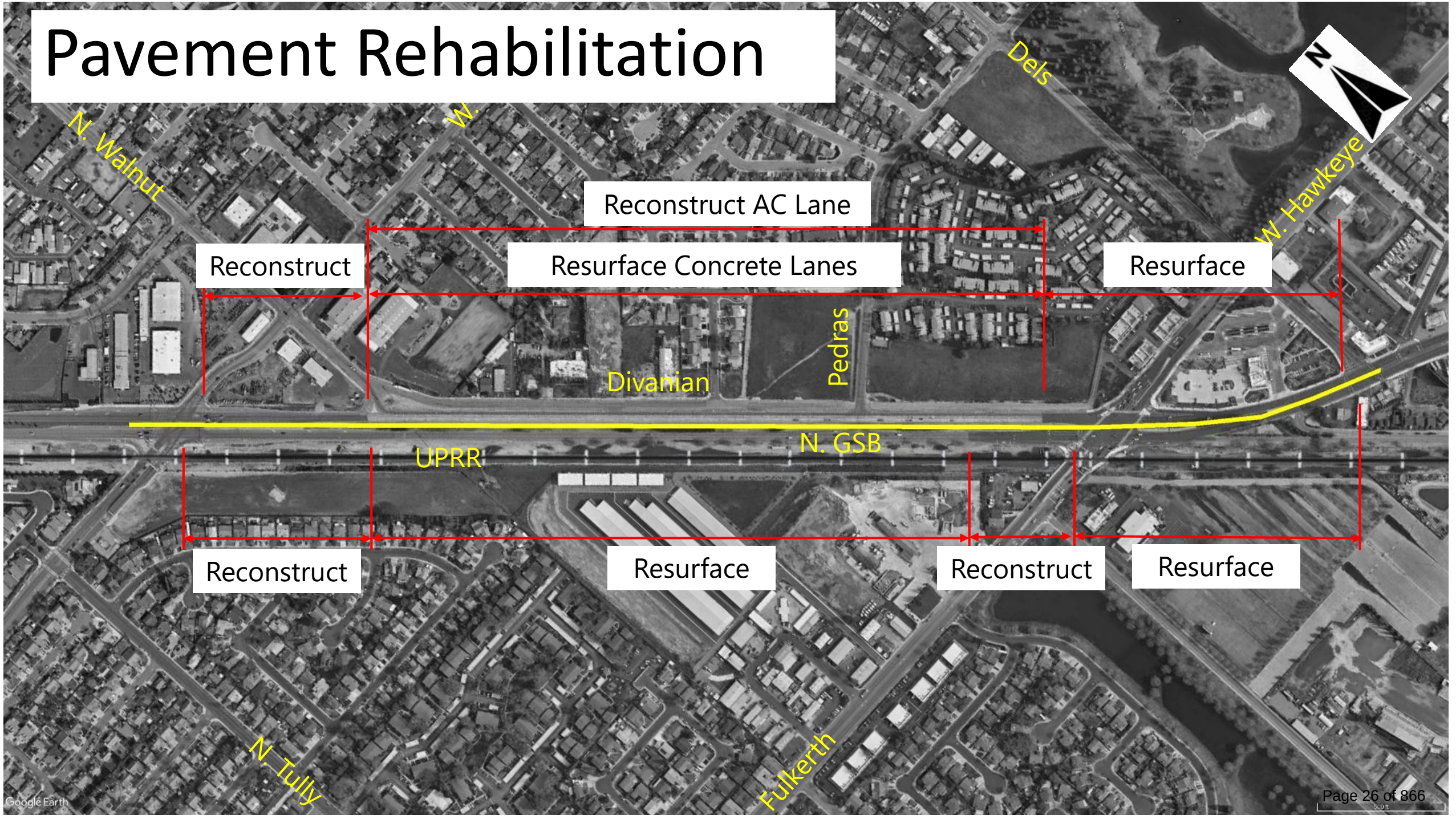
Widen Pavement for Buffered Bike Lane

Project Corridor Recommendation

Widen Pavement for Buffered Bike Lane

GSB (Dels to Tuolumne)

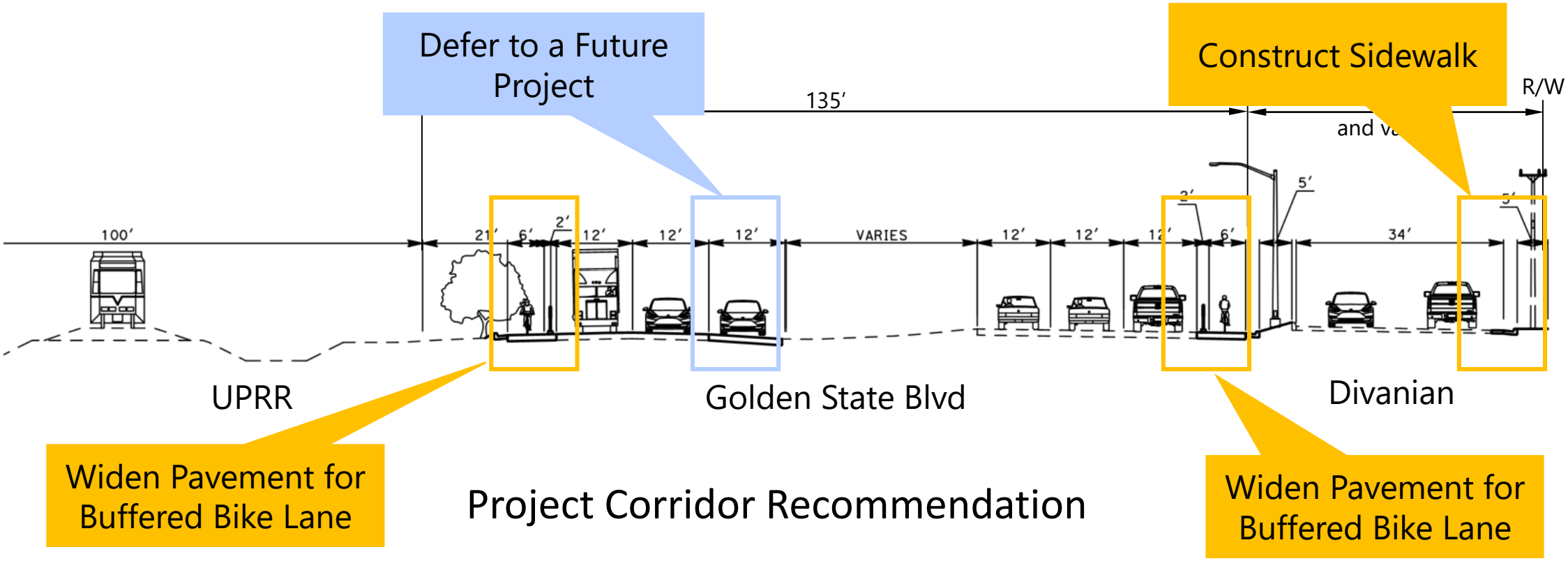
Pavement Rehabilitation



Corridor Traffic Signals

Corridor Landscaping

Cost Estimate

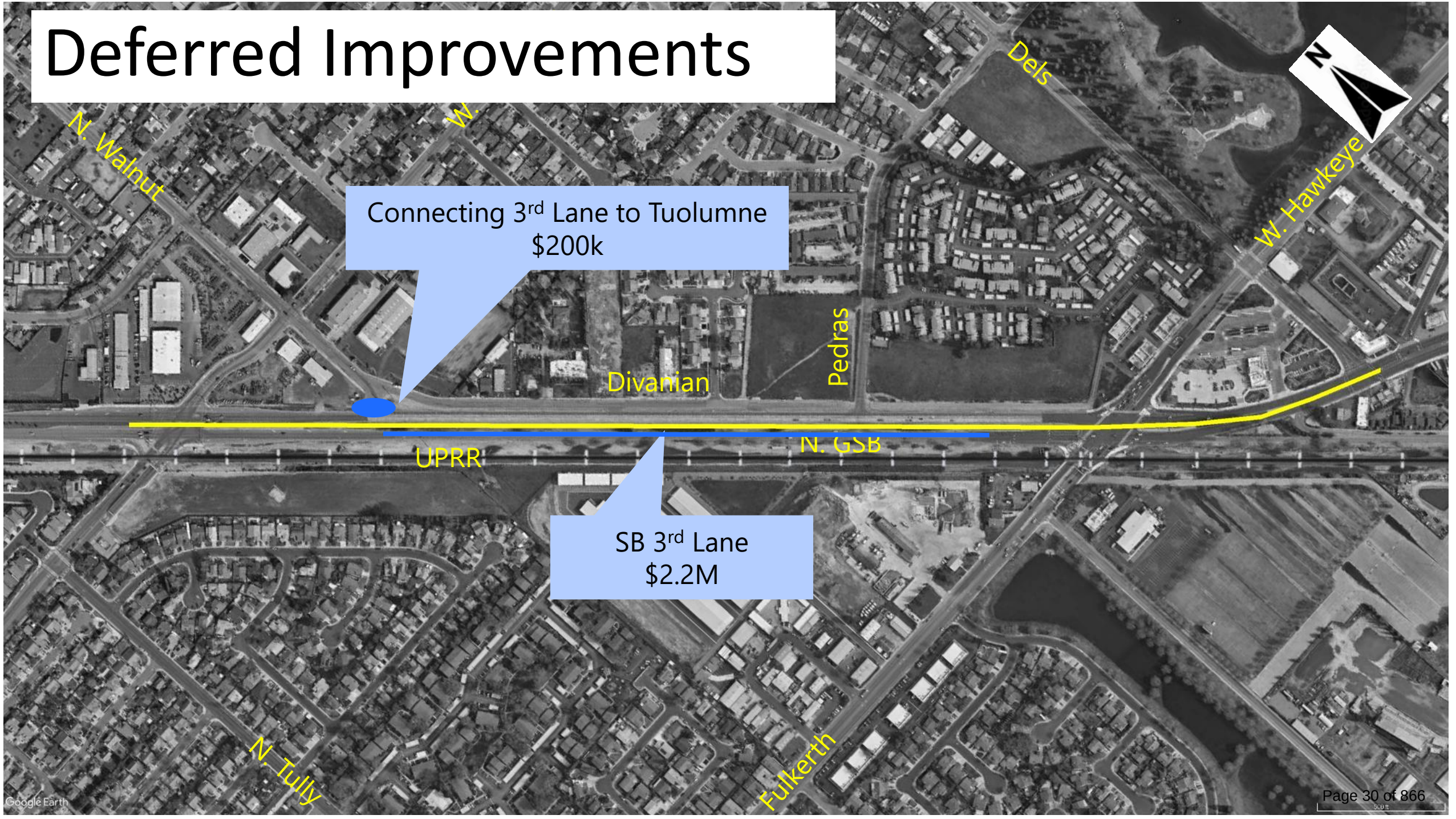


Project Corridor Recommendation

Recommended Project Improvements = $11.6M
Deferred Improvements (SB 3rd Lane) = $ 2.4M
Total Ultimate Improvements = $14.0M

GSB (Dels to Tuolumne)

Deferred Improvements



Project Funding

- Construction Cost
  - $11.6M

- Measure A
- Carbon Reduction Program (CRP)
  - $2.0M Grant Awarded

GSB (Dels to Tuolumne)

Next Steps

➢ Preliminary Engineering	Completed
➢ City Council Presentation	June 23, 2026
➢ Public Meeting #1	Summer 2026
➢ Final Design	Summer 2026 – Spring 2027
➢ Public Meeting #2	Spring 2027
➢ City Council Presentation	Spring 2027
➢ Bidding	Summer 2027
➢ Begin Construction	Fall 2027

GSB (Dels to Tuolumne)

GSB (Dels to Tuolumne)

QUESTIONS

June 23, 2026

Turlock Transit Short- and Long-Range Transit Plans

Introduction at Turlock City Council

NELSON NYGAARD

Background

- Prior Short-Range Transit Plan (SRTP) adopted in February 2020
- Since that time ridership has grown, but so has operating costs
  - **80% growth in ridership**
    (188k in 2019 to 337k in 2024)
  - **30% growth in overall operating costs**
  - 55% decrease in fare revenues
- The City desires a new SRTP that is practical, effective and sustainable
- Nelson/Nygaard awarded agreement to complete new SRTP & LRTP

Potential goals

- **Build on past and ongoing successes**
  - Increase awareness of transit
  - Better understand rider and community needs
  - Maintain a high level of customer service
  - Maintain ridership growth, inc. among choice riders
- **Capitalize on opportunities**
  - Improve coordination with regional partners
  - Plan for broader capital investments
- **Balance long-term growth and sustainability**
  - Ensure that recommendations and investments are financially sustainable
  - Prioritize tradeoffs between community needs and budget limitations

Project roadmap

Short-Range

Long-Range

Understand today's performance

- Listen to community input on what works well and where gaps exist
- Analyze existing conditions
- Cocreate project goals with stakeholders

Recommend short-term actions

- Evaluate a range of service scenarios
- Identify user experience, comms, and technology improvements
- Refine and prioritize recommendations based on community input

Build out a longer-term vision

- Cocreate a long-range vision with community members and stakeholders
- Establish a 20-year roadmap for potential expansion and test its financial sustainability

How can I get involved?

- **Complete our community survey**
  - www.turlocktransit.com/plan
- **Attend a pop-up event**
  - Multiple locations – early July
- **Attend a community workshop**
  - Multiple locations – late July
  - Available in English & Spanish
- **Share with family & friends**
  - We want to hear from all stakeholders
- **Pop-up and community meeting details available on the project website**

- **Look out for surveyors on-board the bus**
  - Gathering data with on-board surveys
  - Surveyors will have IDs

Visit our **project website** and take our **community survey**!

City Council Special Meeting Minutes

June 9, 2026
5:30 PM
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

1. **CALL TO ORDER**

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

2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**

Present: Councilmembers Cassandra Abram, Kevin Bixel, Erika Phillips, Vice Mayor Rebecka Monez and Mayor Amy Bublak
Absent: None

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

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

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

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

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

Mayor Bublak opened public comment at 5:31 PM and the following member of the public spoke:

Mary Jackson

With no further comments, Mayor Bublak closed public comment at 5:33 PM.

6. **CLOSED SESSION**

City Clerk Fiez read the closed session item out loud.

City Clerk Fiez opened the item for public comment at 5:34 PM. There were no comments from the public, and City Clerk Fiez closed public comment at 5:34 PM.

A. Public Employee Appointment, Cal. Gov't Code §54957
Title: Interim City Manager

7. **REPORTS FROM CLOSED SESSION**

None

8. **ADJOURNMENT**

A.

I, Nichole Fiez, City Clerk of the City of Turlock, hereby certify that the foregoing Special Meeting was called by the Mayor in accordance with Government Code section 54956, and that the agenda was posted at least 24 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Mayor Bublak adjourned the meeting at 5:59 PM.

Respectfully Submitted,

_____
Kelly Renteria, Deputy City Clerk

City Council Meeting Minutes

June 9, 2026
6:00 PM
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

1. **CALL TO ORDER**

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

2. **SALUTE TO THE FLAG**

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

   Present: Councilmembers Cassandra Abram, Kevin Bixel, Erika Phillips, Vice Mayor Rebecka Monez and Mayor Amy Bublak
   Absent: None

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

4. **APPROVAL OF AGENDA AS POSTED OR AMENDED**
   Motion: Approval of Agenda as posted, motioned by Vice Mayor Monez, seconded by Councilmember Abram and carried 5/0 by the following vote:

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

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

   A. Presentation: Turlock Partnership Incentive Program Check Presentation: Grace & Ember Spa (Economic Development)

   Economic Development Director Sims presented the check to the owners of Grace & Ember Spa.

   B. Presentation: Beam Circular (Economic Development)

   Economic Development Director Sims introduced the item and Bree Gonzalez, Senior Manager of Community Partnerships, delivered a presentation regarding Beam Circular.

   C. Appointment: Measure A - Local Transactions (Sales) and Use Tax Citizen's Oversight Committee

   Mayor Bublak recommended Cindy Carnes to the Measure A - Local Transactions and Use Tax Citizen's Oversite Committee.

Action: Approved Motion: by Vice Mayor Monez, seconded by Councilmember Abram, to approve the appointment of Cindy Carnes to the Measure A Local Transaction and Use Tax Citizen's Oversite Committee. Motion carried 5/0 by the following vote:

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

6. **PUBLIC PARTICIPATION**

Mayor Bublak opened public comment at 6:21pm and the following members of the public spoke:

Kim Culebro
Shawn Sheridan
Milt Trieweiler
Mike Barco
Ron Bridegroom
Mary Jackson

With no further comments, Mayor Bublak closed public comment at 6:40 PM.

7. **CITY MANAGER REPORTS/UPDATES**

A. Monthly Department Reports

8. **CONSENT CALENDAR**

Mayor Bublak opened public comment at 6:40 PM and the following member of the public spoke:

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment at 6:42 PM.

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

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

A. Accepting the Minutes of the May 26, 2026 Regular City Council Meeting and the May 27, 2026 Special City Council Meeting

Action: Approved Motion: Accepting the Minutes of the May 26, 2026 Regular City Council Meeting and the May 27, 2026 Special City Council Meeting

B. Accepting the Weekly Demands of May 8, 2026 through May 14, 2026 in the Amount of $2,033,134.45, Accounts Payable EFT March 1, 2026 through March 31, 2026 in the amount of $126,143.26, Payroll EFT January 1, 2026 through January 31, 2026 in the Amount of $2,780,479.61 and Weekly Demands of May 15, 2026 through May 21, 2026 in the Amount of $1,685.177.97.

Action: Approved Motion: Accepting the Weekly Demands of May 8, 2026 through May 14, 2026 in the Amount of $2,033,134.45, Accounts Payable EFT March 1, 2026 through March 31, 2026 in the amount of $126,143.26, Payroll EFT January 1, 2026 through January 31, 2026 in the Amount of $2,780,479.61 and Weekly Demands of May 15, 2026 through May 21, 2026 in the Amount of $1,685.177.97.

C. Calling for the Holding of a General Municipal Election, Consolidate the Elections with Stanislaus County, and Adopting Regulations Regarding Candidate Statements (City Clerk)

Action: Approved Resolution No. 2026-065: Calling for the holding of a General Municipal Election to be held on Tuesday, November 3, 2026, for the election of certain officers as required by the provisions of the laws of the State of California relating to General Law Cities and the Turlock Municipal Code

Action: Approved Resolution No. 2026-067: Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 3, 2026, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code and requesting the Board of Supervisors of the County of Stanislaus to permit the Stanislaus County Registrar of Voters to render specific services to the City of Turlock relating to the conduct of the General Municipal Election

Action: Approved Resolution No. 2026-066: Adopting regulations for candidates for elective office pertaining to Candidate Statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 3, 2026, and setting the deposit fee which will be required of candidates who elect to have a Candidate Statement printed in the ballot pamphlet for said Election

D. Approving an Agreement with Atkinson, Andelson, Loya, Ruud & Romo to Provide Labor Negotiation and Labor/Employment Law Services (Human Relations)

Action: Approved Motion: Approving an agreement with the law firm of Atkinson, Andelson, Loya, Ruud & Romo to provide labor negotiation, labor/employment law to the City of Turlock pursuant to an updated attorney representation agreement effective July 1, 2026 for a one (1) year term, in a total maximum not to exceed contract amount of $300,000 to be paid from "General Fund" account number 110-10-109.4310 "Contract Attorney".

E. Approving Agreement with Chemtrade Chemicals US LLC for the Purchase of Aluminum Sulfate for an Annual Amount Not to Exceed $160,000.00 for a Term of One (1) Year (SRWA)

Action: Approved Motion: Approving an agreement (City Contract No. 2027-011) with Chemtrade Chemicals Corporation US LLC, pursuant to the Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 01-2026 for the supply and delivery of Aluminum Sulfate, commencing July 1, 2026, for a period of one (1) year, in a total not-to-exceed

amount of $160,000, for the Stanislaus Regional Water Authority (SRWA), to be expensed to Fund 450 "SRWA Operations," in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing use of joint, cooperative, or leveraged purchasing plans without requiring an additional City bid procedure.

F. Accepting Improvements for City Project No. 24-004 "WQC Admin Building Reroof" and Authorizing the City Engineer to File a Notice of Completion (Engineering)

Action: Approved Motion: Accepting improvements for City Project No. 24-004 "WQC Admin Building Reroof" and authorizing the City Engineer to file a Notice of Completion.

G. Approving an Agreement with Urban SDK, Inc. for Roadway Traffic Data Software Services through June 30, 2030 (Engineering)

Action: Approved Motion: Approving an Agreement between the City of Turlock and Urban SDK, Inc. for roadway traffic data software platform services for the contract term beginning July 1, 2026 through June 30, 2030, and authorizing the City Manager to execute the Agreement.

H. Adopting a List of Projects and Expenses for Fiscal Year 2026-27 Funded By SB 1: The Road Repair and Accountability Act of 2017 (Municipal Services)

Action: Approved Resolution No. 2026-068: Adopting a list of projects and expenses for Fiscal Year 2026-27 funded by SB 1: The Road Repair and Accountability Act of 2017

I. Awarding Bid and Approving an Agreement with United Pavement Maintenance, Inc. for City Project No. 26-026 "Water Line Replacement on Lyons Avenue" in the Amount of $733,242.70 (Engineering)

Action: Approved Motion: Awarding bid and approving an Agreement with United Pavement Maintenance, Inc. of Hughson, California in the amount of $733,242.70 and authorizing a construction contingency amount of $75,000.00 (10.0%) for the construction of City Project No. 26-026 "Water Line Replacement on Lyons Avenue" to be funded by Fund 420 "Water Enterprise".

Action: Approved Resolution No. 2026-069: Determining the award of bid for the construction of City Project No. 26-026 "Water Line Replacement on Lyons Avenue" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

J. Rescinding Resolution 2002-073 and Approving a Citywide E-mail Policy (City Manager's Office)

Action: Approved Resolution No. 2026-078: Rescind Resolution 2002-073

Action: Approved Resolution No. 2026-070: Approve a Citywide E-mail Policy

K. Approval of Revised Job Descriptions, New Job Descriptions, Reclassifications, and Salary

Schedule Amendments Effective July 1, 2026 (Human Relations)

Action: Approved Resolution No. 2026-071: Approving Multiple Job Descriptions, Establishing New Classification, Reclassifying Positions, and Amending Management and TCEA Salary Schedule Effective July 1, 2026

9. **FINAL READINGS**

A. Second and Final Reading of an Ordinance Amending the Development Agreement between the City of Turlock and the Evergreen Market dba FF Farms at 101 E. Glenwood Avenue. (Development Services)

Mayor Bublak opened the item for public comment at 6:43 PM. There were no comments from the public, and Mayor Bublak closed public comment 6:43 PM.

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

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

Action: Approved Ordinance 1345-CS: Amending terms and extending the Development Agreement between the City of Turlock and Evergreen Market dba FF Farms

B. Second and Final Reading of an Ordinance Amending the Development Agreement Between the City of Turlock and NHC Turlock LLC located at 3401 W Monte Vista Avenue (Development Services)

Mayor Bublak opened the item for public comment at 6:43 PM. There were no comments from the public, and Mayor Bublak closed public comment at 6:43 PM.

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

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

Action: Approved Ordinance 1346-CS: Amending terms and extending the Development Agreement between the City of Turlock and NHC Turlock LLC

C. Second and Final Reading of an Ordinance Amending the Development Agreement Between the City of Turlock and Perfect Union located at 2500 N Golden State Boulevard (Development Services)

Mayor Bublak opened the item for public comment at 6:43 PM. There were no comments from

the public, and Mayor Bublak closed public comment at 6:43 PM.

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

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

Action: Approved Ordinance 1347-CS: Amending terms and extending the Development Agreement between the City of Turlock and Perfect Union

D. Second and Final Reading of an Ordinance Amending the Development Agreement Between the City of Turlock and Fire House Turlock, Inc. located at 1601 West Main Street (Development Services)

Mayor Bublak opened the item for public comment at 6:43 PM. There were no comments from the public, and Mayor Bublak closed public comment at 6:43 PM.

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

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

Action: Approved Ordinance 1348-CS: Amending terms and extending the Development Agreement between the City of Turlock and Fire House Turlock, Inc.

E. Second and Final Reading of an Ordinance Amending the Development Agreement Between the City of Turlock and Plan4Dream Investments LLC at 600 D Street (Development Services)

Mayor Bublak opened the item for public comment at 6:44 PM. There were no comments from the public, and Mayor Bublak closed public comment at 6:44 PM.

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

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

Action: Approved Ordinance 1349-CS: Amending terms and extending the Development Agreement between the City of Turlock and Plan4Dream Investments LLC.

10. **PUBLIC HEARINGS**

A. Receive Informational Report Regarding City of Turlock Vacancies and Recruitment and Retention Efforts Pursuant to Assembly Bill 2561/Government Code Section 3502.03 (Human Relations)

This item was presented by Human Relations Director Dhami.

Officer Greg Roton spoke on behalf of the Turlock Associated Police Officers.

Mayor Bublak opened public comment at 6:53 PM, and the following members of the public spoke:

Ron Bridegroom
Bob Puffer

With no further comments, Mayor Bublak closed public comment at 6:55 PM.

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

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

Action: Approved Motion: Receive informational report regarding City of Turlock Vacancies and Recruitment and Retention Efforts pursuant to Assembly Bill 2561/Government Code Section 3502.03

11. **ACTION ITEMS**

A. Engage in discussion and provide direction to staff regarding a Cannabis Tax Ballot Measure (Finance)

This item was presented by Finance Director Moreno.

Mayor Bublak opened public comment at 7:02pm and the following members of the public spoke:

Bob Puffer
Ron Bridegroom
Name not provided

With no further comments, Mayor Bublak closed public comment at 7:06 PM.

Motioned by Vice Mayor Monez not to bring a cannabis tax ballot measure, seconded by Councilmember Phillips and carried 3/2 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
No	No	Yes	Yes	Yes

Action: Approved Motion: Not to bring forth a cannabis tax ballot measure.

B. Approving the Agreements Between the City of Turlock and Each of the Public Service Agencies Funded Through the Community Development Block Grant (CDBG) for Fiscal Year 2026-2027 (Housing)

Housing Manager Jennifer Figerora.

Mayor Bublak opened public comment at 7:14 PM and the following members of the public spoke:

Ron Bridegroom
Julie Fox
Cory Mai

With no further comments, Mayor Bublak closed public comment at 7:18 PM.

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

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

Action: Approved Resolution No. 2026-072: Approving the agreements between the City of Turlock and each of the public service agencies funded through the Community Development Block Grant (CDBG) for fiscal year 2026-2027 in a total amount not to exceed $115,000 from Fund 255 “CDBG-Housing”, and authorizing the Interim City Manager or designee to execute all related and necessary documents.

C. Appointing an Interim City Manager and Approving Compensation (Human Relations)

This item was presented by Human Relations Director Dhami.

Mayor Bublak opened public comment at 7:23 PM and the following members of the public spoke:

Milt Trieweiler
Bob Puffer
Rob Bridegroom

With no further comments, Mayor Bublak closed public comment at 7:29 PM.

Motioned by Councilmeber Abram, seconded by Councilmember Bixel and carried 5/0 by the

following vote:

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

Action: Approved Resolution No. 2026-073: Christopher Fisher to serve as Interim City Manager effective June 9, 2026, salary range 45.7, Step 3 of the Management Salary Schedule

D. Updates to Public Meeting Access, Participation, and Conduct Policies (City Manager's Office)

City Clerk Fiez presented the item.

Mayor Bublak opened public comment at 7:40 PM and the following member of the public spoke:

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment at 7:42 PM.

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

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

Action: Approved Resolution No. 2026-074: Adopting a Policy Addressing Disruption of Telephonic or Internet Services During Public Meetings

Approved Resolution No. 2026-075: Determining Reasonable Efforts to Encourage Public Participation In Meetings

Approved Resolution No. 2026-076: Rescinding Resolution 2011-162

Approved Resolution No. 2026-077: Adopting a Policy Addressing Disruptive Behavior During City Council Meetings

E. Discuss and adopt the City of Turlock Fiscal Year 2026-2027 General and Non-General Fund Budgets (Finance)

This item was presented by Finance Director Moreno.

Mayor Bublak opened public comment at 8:03 PM and the following member of the public spoke:

Ron Bridegroom

With no further comments, Mayor Bublak closed public comment at 8:05 PM.

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

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

Action: Approved Resolution No. 2026-079: Adopting the City of Turlock Fiscal Year 2026-2027 General and Non-General Fund Budgets

Approved Resolution No. 2026-080: Finding said funds for City costs associated with the 2026 Independence Day Event(s) to be in the best interest of the City

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Councilmember Abram welcomed newly appointed Interim City Manager Chris Fisher, expressed appreciation to Code Enforcement and Sergeant Parmley, and extended well wishes to Gary Hampton.

Councilmember Bixel welcomed Chris Fisher to his new role, extended well wishes to Gary Hampton and his family, and expressed gratitude to City employees for their continued service.

Vice Mayor Monez reminded the public to approach the public comment portion of the agenda with thoughtful consideration. She also welcomed Chris Fisher, offered prayers for Gary Hampton, and thanked Captain Rodriguez for his continued service and dedication.

Councilmember Phillips expressed appreciation to Deputy Fire Chief Jelnik on the occasion of his retirement.

Mayor Bublak shared that a topic discussed at a recent conference was the increasing cost of fire truck engines and ladders due to limited manufacturing competition. She congratulated Ericka Phillips on her first-place achievement. Mayor Bublak also noted upcoming changes from the Environmental Protection Agency (EPA) that may benefit the community, and highlighted the forthcoming “Virtual Turlock” project, a collaboration with the University.

13. CLOSED SESSION

City Clerk Fiez read the closed session items out loud.

City Clerk Fiez opened the item for public comment at 8:14 PM. There were no comments from the public, and City Clerk Fiez closed public comment at 8:14 PM.

A. Conference with Labor Negotiator, Cal. Gov’t Code §54957.6(a)
Agency Designated Representative: Mayor Amy Bublak
Unrepresented Employee: City Manager

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

Title: City Manager

C. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2) Significant exposure to litigation: (3 potential cases), including Government Claims Act Claim Nos. FR103280 and FR103903

14. **REPORTS FROM CLOSED SESSION**

None

15. **ADJOURNMENT**

Mayor Bublak adjourned the meeting at 9:06 PM.

Respectfully Submitted,

_____
Kelly Renteria, Deputy City Clerk

I, Isaac Moreno, the Finance Director of the City of Turlock attest that each check is entered into the Check Register with each check number, the date of issue, the amount, and the name of the payee. Each check entered into the Check Register conforms to the current City budget. I hereby submit the Check Register to the City Manager for approval prior to being placed on the council agenda for ratification per Turlock Municipal Code Sections 3-2-05 and 3-2-07.

Check Register dated 5/22/26 – 5/28/26

6-1-26

Isaac Moreno – Finance Director Date

6-3-2026

~~Gary Hampton - Interim City Manager~~ Date

CHRISTOPHER FISHER ACTING

City of Turlock

Payment Register

From Payment Date: 5/22/2026 - To Payment Date: 5/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
159418	05/22/2026	Open			Licensing Refund	VESTIS SERVICES LLC	$523.09		
	Licensee Type			Licensee Number		Transaction Date	Transaction Type		
	BUSINESS			2360		02/22/2026	REFUND		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$523.09		
159419	05/26/2026	Open			Accounts Payable	HOLEMAN, RUSSELL	$95.33		
	Invoice		Date	Description			Amount		
	TR 5169 DEMAND		08/13/2025	AIRPORT AND HOTEL PARKING REIMBURSEMENT			$95.33		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$95.33		
159420	05/26/2026	Open			Accounts Payable	PUPUSAS FRANCIS INC	$3,500.00		
	Invoice		Date	Description			Amount		
	TPIP FY 25/26		05/26/2026	TPIP 25/26 Pupusas Francis Inc			$3,500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,500.00		
159421	05/28/2026	Voided	INCORRECT ENTRY	05/29/2026	Accounts Payable	A-Z BUS SALES INC	$412,919.73		
	Invoice		Date	Description			Amount		
	INVSAC46466		05/04/2026	22485 Purchase 2024 Ford E-Transit 350 MR Battery Electric Vans			$206,459.66		
	INVSAC46450		04/28/2026	22486 Purchase 2024 Ford E-Transit 350 MR Battery Electric Vans			$206,460.07		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$412,919.73		
159422	05/28/2026	Open			Accounts Payable	AIRGAS NCN	$1,888.65		
	Invoice		Date	Description			Amount		
	5524587697		04/30/2026	RENT CYL IND LARGE HELIUM / ARGON/ CARBON DIOXIDE/ ACETYLENE			$1,888.65		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$629.55		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$629.55		
	420 - WATER			420.11000 (Cash)			$629.55		
159423	05/28/2026	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	$1,221.75		
	Invoice		Date	Description			Amount		
	INV11376		05/07/2026	ALLEGIANCE - JANITORIAL SUPPLIES			$1,058.81		
	INV11385		05/07/2026	ALLEGIANCE - JANITORIAL SUPPLIES			$81.47		
	INV11477		05/12/2026	ALLEGIANCE - JANITORIAL SUPPLIES			$81.47		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,221.75		
159424	05/28/2026	Open			Accounts Payable	ALTEC INDUSTRIES, INC.	$102.96		
	Invoice		Date	Description			Amount		
	13595808		05/15/2026	023312008 SPRING;STAINLESS STEEL;;1.75 IN L;.036 IN OD;.48 IN O			$102.96		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$102.96		

City of Turlock

Payment Register

From Payment Date: 5/22/2026 - To Payment Date: 5/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159425	05/28/2026	Open			Accounts Payable	American National Red Cross	$969.00		
	Invoice		Date	Description			Amount		
	23180746		05/15/2026	Red Cross Certifications - March Class			$204.00		
	23210236		05/15/2026	Red Cross Certifications - April Recert Class			$459.00		
	23185810		05/15/2026	Red Cross Certifications - April Class			$306.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$969.00		
159426	05/28/2026	Open			Accounts Payable	Applied Technology Group, Inc.	$205.31		
	Invoice		Date	Description			Amount		
	S-INV107065		05/04/2026	RESET PASSWORD AND SERVICED RADIO			$205.31		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$205.31		
159427	05/28/2026	Open			Accounts Payable	Aqua Source	$5,974.38		
	Invoice		Date	Description			Amount		
	407093		05/21/2026	60# PAIL ACCU-TAB 3" BLUE SI TABLETS			$2,987.19		
	406894		04/07/2026	60# PAIL ACCU-TAB 3" BLUE SI TABLETS			$2,987.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,974.38		
159428	05/28/2026	Open			Accounts Payable	AT&T / CALNET 3	$7,682.60		
	Invoice		Date	Description			Amount		
	000025252750		05/13/2026	BAN #9391034901 (T1 LINE - 4-way split) 4/13/26-5/12/26			$156.45		
	000025252604		05/13/2026	BAN #9391034842 / PSF Phones 2096323265 (4/13/26-5/12/26)			$493.47		
	MULTI 5/13/26		05/13/2026	Multiple COT accounts paid on 5/28/26 (APR-MAY 2026)			$6,255.54		
	000025252608		05/13/2026	BAN #9391034847 /City-wide system 2096682612957 (4/13/26-5/12/26)			$777.14		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$6,865.09		
	205 - Sports Facilities			205.11000 (Cash)			$52.61		
	217 - Streets - Gas Tax			217.11000 (Cash)			$6.42		
	246 - Landscape Assessment			246.11000 (Cash)			$6.42		
	255 - CDBG			255.11000 (Cash)			$43.53		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$240.25		
	420 - WATER			420.11000 (Cash)			$100.64		
	426 - Transit			426.11000 (Cash)			$130.63		
	501 - Information Technology			501.11000 (Cash)			$158.00		
	505 - Fleet			505.11000 (Cash)			$79.01		
159429	05/28/2026	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	$214.00		
	Invoice		Date	Description			Amount		
	5/18/26		05/18/2026	Monthly Internet Service - 5/19/26-6/18/26			$214.00		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			$214.00		
159430	05/28/2026	Open			Accounts Payable	BADGER METER INC	$3,406.46		
	Invoice		Date	Description			Amount		
	1802704		04/29/2026	FLOW METER			$3,406.46		

City of Turlock

Payment Register

From Payment Date: 5/22/2026 - To Payment Date: 5/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,406.46		
159431	05/28/2026	Open			Accounts Payable	BARNES WELDING SUPPLY	$536.37		
	Invoice		Date	Description			Amount		
	0063764108		05/15/2026	IND OXYGEN, ACETYLENE			$361.28		
	0091748508		04/30/2026	CYLINDER MAINTENANCE			$175.09		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$536.37		
159432	05/28/2026	Open			Accounts Payable	Black Water Consulting Engineers, Inc.	$37,470.50		
	Invoice		Date	Description			Amount		
	8780		02/28/2026	SR01, 24-025 Morgan Ranch Sewer Lift Station-2/28/26			$23,721.00		
	8990		05/18/2026	SR01, 24-025 Morgan Ranch Sewer Lift Station-4/30/26			$13,749.50		
	Paying Fund			Cash Account			Amount		
	414 - Sewer LIne/Trunk Construction			414.11000 (Cash)			$37,470.50		
159433	05/28/2026	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	$129.61		
	Invoice		Date	Description			Amount		
	285869		05/19/2026	FILTER-TRANS; FILTER,TRANS, 24294355			$65.36		
	285870		05/19/2026	19352619 fluid			$58.76		
	285908		05/21/2026	12623308 (S)GASKET			$5.49		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$129.61		
159434	05/28/2026	Open			Accounts Payable	Brown Armstrong Accountancy Corporation	$29,578.15		
	Invoice		Date	Description			Amount		
	285447		05/26/2026	2025 Audit			$29,578.15		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$9,998.93		
	216 - Streets - Local Transportation			216.11000 (Cash)			$2,841.46		
	255 - CDBG			255.11000 (Cash)			$1,394.40		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,053.60		
	420 - WATER			420.11000 (Cash)			$3,053.61		
	426 - Transit			426.11000 (Cash)			$5,946.69		
	621 - Successor Agency - Non LMI			621.11000 (Cash)			$289.46		
	950 - SRWA - JPA			950.11000 (Cash)			$3,000.00		
159435	05/28/2026	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$1,003.57		
	Invoice		Date	Description			Amount		
	5336153718		05/14/2026	First Aid & Safety Supplies Management - Transit			$78.14		
	5336153716		05/14/2026	First Aid & Safety Supplies Management- City Hall			$256.57		
	5336153709		05/14/2026	First Aid & Safety Supplies Management - Muni			$236.32		
	5336153708		05/14/2026	First Aid & Safety Supplies Management - TPD			$27.03		
	5336153707		05/14/2026	FIRST AID CABINET REFILL - WQC / ELECTRICAL			$91.80		
	5337189506		05/20/2026	First Aid & Safety Supplies Management - Fire			$31.14		
	5336952401		05/19/2026	First Aid & Safety Supplies Management - TPD			$282.57		
	Paying Fund			Cash Account			Amount		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			$739.36		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$91.80		
	420 - WATER			420.11000 (Cash)			$8.18		
	426 - Transit			426.11000 (Cash)			$133.29		
	505 - Fleet			505.11000 (Cash)			$30.94		
159436	05/28/2026	Open			Accounts Payable	CISCO AIR SYSTEMS, INC	$1,507.01		
	Invoice		Date	Description			Amount		
	313391-1		05/11/2026	SUL OIL ELMENT/ SEPARATOR/ AIR FILTER/ COOLANT			$1,507.01		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,507.01		
159437	05/28/2026	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	$7,973.00		
	Invoice		Date	Description			Amount		
	MP-4-26		04/30/2026	MONTHLY PEST CONTROL SERVICES - APR 2026			$1,809.00		
	QP-4-26		04/30/2026	QTRLY PEST CONTROL SERVICES APR-JUN 2026			$1,662.00		
	MW-4-26		04/30/2026	MONTHLY WEED CONTROL SERVICES - APR 2026			$4,502.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,863.99		
	205 - Sports Facilities			205.11000 (Cash)			$142.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			$2,152.00		
	246 - Landscape Assessment			246.11000 (Cash)			$29.01		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,626.00		
	416 - Recycled Water Sales			416.11000 (Cash)			$76.00		
	420 - WATER			420.11000 (Cash)			$876.00		
	426 - Transit			426.11000 (Cash)			$61.00		
	505 - Fleet			505.11000 (Cash)			$147.00		
159438	05/28/2026	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$2,915.08		
	Invoice		Date	Description			Amount		
	0000058897A		04/16/2026	Housing-FY25-26 File Room Keyless Digital Lock- Part & Install			$1,308.30		
	0000059226		05/13/2026	WQC ENTRY DOOR			$1,606.78		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$1,308.30		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,606.78		
159439	05/28/2026	Open			Accounts Payable	DEPT RESOURCE RECYCLING & RECOVERY	$441.07		
	Invoice		Date	Description			Amount		
	0000001708097		04/30/2026	JANUARY 2026- MARCH 2026			$441.07		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$441.07		
159440	05/28/2026	Open			Accounts Payable	DF ENGINEERING INC	$1,300.00		
	Invoice		Date	Description			Amount		
	24366		04/30/2026	SR01, 21-003 Fulkerth Road Widening-4/30/26			$1,300.00		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			$1,300.00		

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159441	05/28/2026	Open			Accounts Payable	Dirt Dynasty, Inc.	$984,901.51		
	Invoice		Date	Description			Amount		
	P6/CP23-069		05/20/2026	23-069 Construction for Roads - March 2026			$984,901.51		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$984,901.51		
159442	05/28/2026	Open			Accounts Payable	DOWNTOWN FORD SALES INC	$127,756.16		
	Invoice		Date	Description			Amount		
	2022947		04/09/2026	32625 2026 FORD POLICE INTERCEPTOR UTILITY AWD			$63,878.08		
	2022949		04/09/2026	32629 2026 FORD POLICE INTERCEPTOR UTILITY AWD			$63,878.08		
	Paying Fund			Cash Account			Amount		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			$127,756.16		
159443	05/28/2026	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	$2,878.77		
	Invoice		Date	Description			Amount		
	S6710942.001		04/27/2026	SAT S1176614T8 LED BYPASS			$484.90		
	S6719140.001		05/07/2026	CONTACT PARTS KIT			$79.82		
	S6678393.001		05/06/2026	POLICE DEPT EOC RM LIGHTS			$858.97		
	S6720775.001		05/07/2026	POLICE DEPT EOC RM LIGHTS			$89.38		
	S6678393.002		05/06/2026	POLICE DEPT EOC RM LIGHTS			$1,365.70		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$484.90		
	119 - American Rescue Plan Act			119.11000 (Cash)			$2,314.05		
	420 - WATER			420.11000 (Cash)			$79.82		
159444	05/28/2026	Open			Accounts Payable	EKI Environment & Water Inc.	$31,259.46		
	Invoice		Date	Description			Amount		
	c50010.00-07		05/14/2026	prop 1 grant funding services through April 30, 2026			$31,259.46		
	Paying Fund			Cash Account			Amount		
	423 - PCE Downtown (Prop 1 Grant)			423.11000 (Cash)			$31,259.46		
159445	05/28/2026	Open			Accounts Payable	ENTERPRISE FM TRUST	$4,804.20		
	Invoice		Date	Description			Amount		
	FBN5637627		05/05/2026	SRWA Enterprise Leased Vehicles - May 2026			$4,804.20		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$4,804.20		
159446	05/28/2026	Open			Accounts Payable	FASTENAL COMPANY INC	$662.05		
	Invoice		Date	Description			Amount		
	Catur206255		05/15/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$460.97		
	Catur206254		05/15/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$201.08		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$662.05		
159447	05/28/2026	Open			Accounts Payable	FEDERAL EXPRESS	$77.01		
	Invoice		Date	Description			Amount		
	9-309-08074		05/22/2026	SHIPPING CHARGES FOR 5/22/26			$77.01		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$77.01		

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159448	05/28/2026	Open			Accounts Payable	FLUID COMPONENTS INTERNATIONAL LLC	$9,810.44		

Invoice	Date	Description	Amount
1171962	05/18/2026	GAS MIXING ROOM FLOW METER 2	$9,810.44

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$9,810.44

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159449	05/28/2026	Open			Accounts Payable	GDR ENGINEERING INC	$12,340.00		

Invoice	Date	Description	Amount
26012	03/31/2026	SR04, 26-026 Water Line Replacement On Lyons Ave-3/31/26	$12,340.00

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$12,340.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159450	05/28/2026	Open			Accounts Payable	GILLIG LLC	$535.05		

Invoice	Date	Description	Amount
41441024	05/15/2026	08-73702-001 2 EA ABSORBER, SHOCK, 29, 35, 40	$535.05

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$535.05

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159451	05/28/2026	Open			Accounts Payable	GOMES & SONS INC, JOE M	$47,995.61		

Invoice	Date	Description	Amount
104337	05/15/2026	CUST #24090 - Fuel Expense for 5/1/26 - 5/15/26	$46,203.35
104182	05/07/2026	Fuel for Fire #3	$1,792.26

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$24,407.81
205 - Sports Facilities	205.11000 (Cash)	$894.36
217 - Streets - Gas Tax	217.11000 (Cash)	$3,472.33
246 - Landscape Assessment	246.11000 (Cash)	$1,964.13
255 - CDBG	255.11000 (Cash)	$93.43
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$6,133.50
420 - WATER	420.11000 (Cash)	$5,503.10
426 - Transit	426.11000 (Cash)	$4,793.55
450 - SRWA - Operations	450.11000 (Cash)	$605.52
505 - Fleet	505.11000 (Cash)	$127.88

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159452	05/28/2026	Open			Accounts Payable	GRAINGER INC, W W	$5,393.96		

Invoice	Date	Description	Amount
9905439130	05/06/2026	SRWA Supplies - Replacement Sensors	$775.14
9916863203	05/14/2026	SRWA Supplies - Laser Meter	$151.95
9916360275	05/14/2026	CHEMICAL GLYCERIN 1L	$122.58
9904740462	05/05/2026	CHEMICAL GLYCERIN 500ML	$70.92
9920607612	05/18/2026	REPLACEMENT UFD KEYPAD DISPLAYS FOR RSP1	$830.01
9912132363	05/11/2026	ABSORBANT PAD UNIVERSAL GRAY PK 100	$62.34
9906583043	05/06/2026	BARBED HOSE FITTING HOSE/ HOSE CLAMP	$582.18
9906583035	05/06/2026	AIR HOSE	$2,668.75
9903473156	05/04/2026	RETAINING WASHER PLA	$3.70
9903508449	05/04/2026	RSP AIR COMPRESSOR FILTERS	$12.25
9905540291	05/05/2026	O-RING SILICONE GREASE TUBE 30 OZ	$114.14

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$4,466.87

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	450 - SRWA - Operations			450.11000 (Cash)			$927.09		
159453	05/28/2026	Open			Accounts Payable	HACH COMPANY	$10,362.69		
	Invoice		Date	Description			Amount		
	14998586		05/12/2026	NITRATE TNT LR / VOLATILE ACITS TNT - LAB			$749.67		
	15004567		05/15/2026	US PLUG CLAROS ETHERNET IP			$4,722.57		
	15003116		05/14/2026	PLUG CLAROS LAN MA OUTPUT			$3,916.38		
	15004602		05/15/2026	PH COMBINATION SENSONR			$974.07		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$10,362.69		
159454	05/28/2026	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	$352.73		
	Invoice		Date	Description			Amount		
	INV01046967		05/13/2026	SRWA supplies - Sulfuric Acid, DPD, Powder Pillow, Indicators			$352.73		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$352.73		
159455	05/28/2026	Open			Accounts Payable	HILMAR LUMBER INC	$1,958.20		
	Invoice		Date	Description			Amount		
	783830		05/18/2026	Supplies for Municipal Services			$173.24		
	782549		05/12/2026	Supplies for Municipal Services			$425.05		
	782352		05/11/2026	WQC SUPPLIES			$908.48		
	782037		05/08/2026	WQC SUPPLIES			$181.04		
	780486		04/30/2026	ELECTRICAL SUPPLIES			$270.39		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,958.20		
159456	05/28/2026	Open			Accounts Payable	HOLT OF CALIFORNIA INC	$14,701.09		
	Invoice		Date	Description			Amount		
	SW030142849		05/05/2026	LIEBERT-TOWER SITE (SERIAL #47J3100005) UPS SEMI-ANNUAL(5/1/26)			$1,584.70		
	SW030142954		05/08/2026	EMG. GEN. (SERIAL #3024705)- ANNUAL LEVEL 2 PM & LOAD BANK TEST			$7,736.85		
	0395013		05/08/2026	SERV. CALL: TROUBLESHOOT & REPAIR ENGINE COOLING SYSTEM- 4/28/26			$253.82		
	SW030142869		05/06/2026	LIEBERT UPS SYSTEM (SERIAL #C0200025) UPS SEMI-ANNUAL (5/1/2026)			$1,397.17		
	SW030142838		05/02/2026	EMERGENCY KOHLER ATS (SERIAL #K3023173) - ANNUAL ATS PM(4/30/26)			$1,040.33		
	SW030142837		05/02/2026	EMERGENCY KOHLER ATS (SERIAL #K3022062) - ANNUAL ATS PM (4/30/26)			$1,040.33		
	K6117301		04/23/2026	EQUIPMENT RENTAL: SERIAL NO: SX125D-136 BOOM 120'-125'			$1,647.89		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$13,053.20		
	205 - Sports Facilities			205.11000 (Cash)			$1,647.89		
159457	05/28/2026	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	$2,421.33		
	Invoice		Date	Description			Amount		
	41614459		05/06/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$996.00		

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	41809935		05/21/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$1,425.33			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$2,421.33			
159458	05/28/2026	Open			Accounts Payable	IN-SITU INC.		$9,083.33		
	Invoice		Date	Description			Amount			
	INV123594		02/18/2026	CHEMSCAN SULFITE REAGENTS			$3,911.09			
	INV125443		04/17/2026	CHEM SCAN ANALYZER MAINTENECE KIT			$5,172.24			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$9,083.33			
159459	05/28/2026	Open			Accounts Payable	INDUSTRIAL ELECTRICAL CO.		$9,987.76		
	Invoice		Date	Description			Amount			
	PI-092175		04/30/2026	WATER WELL MOTOR REPAIR SERVICES			$6,693.99			
	SI-037561		05/14/2026	WATER WELL MOTOR REPAIR SERVICES NORD REDUCER			$3,293.77			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$9,987.76			
159460	05/28/2026	Open			Accounts Payable	JARVIS FAY LLP		$3,157.00		
	Invoice		Date	Description			Amount			
	21859		04/30/2026	SPECIAL COUNSEL SERVICES Land Use-Impact Fees April 2026			$1,078.00			
	21860		04/30/2026	Commission Onboarding Process Review April 2026			$1,771.00			
	21980		04/30/2026	SPECIAL COUNSEL SERVICES General Legal Advice-Planning Apr 2026			$308.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$3,157.00			
159461	05/28/2026	Open			Accounts Payable	KONE INC		$5,724.52		
	Invoice		Date	Description			Amount			
	1159093094		02/23/2026	SERVICE CALL; 1/27/2026; PSF; #1 PASSENGER ELEVATOR REPAIRS			$2,520.52			
	921799565		02/24/2026	SERVICE CALL; PSF; TROUBLESHOOT#1 PASSENGER ELEVATOR			$3,204.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$5,724.52			
159462	05/28/2026	Open			Accounts Payable	LEHR Upfitters OpCo LLC dba LEHR		$466.47		
	Invoice		Date	Description			Amount			
	SI131089		04/03/2026	32602 P-965 Truckvault, Lift Conversion Kit for Ford Explorer			$466.47			
	Paying Fund			Cash Account			Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			$466.47			
159463	05/28/2026	Open			Accounts Payable	Mark Thomas & Company, Inc.		$77,159.20		
	Invoice		Date	Description			Amount			
	59986		05/18/2026	23-052 Design Task 2 Geer Rd. - Apr 2026			$41,306.48			
	60000		05/19/2026	25-023 Design for Roads Task Order 5 Roads - Apr 2026			$35,852.72			
	Paying Fund			Cash Account			Amount			
	115 - Measure A - Roads			115.11000 (Cash)			$77,159.20			

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159464	05/28/2026	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	$98.17		
	Invoice		Date	Description			Amount		
	49269737		05/15/2026	ASPHALT			$98.17		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$98.17		
159465	05/28/2026	Open			Accounts Payable	Matrix Design Group, Inc.	$28,467.20		
	Invoice		Date	Description			Amount		
	0000050350		05/20/2026	Professional Services through 4.30.26			$28,467.20		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			$28,467.20		
159466	05/28/2026	Open			Accounts Payable	MCMASTER-CARR SUPPLY COMPANY	$40.82		
	Invoice		Date	Description			Amount		
	64846794		05/12/2026	SUPPLIES			$40.82		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$40.82		
159467	05/28/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	$6,616.47		
	Invoice		Date	Description			Amount		
	726002046		05/13/2026	DRINKING WATER WELL ANALYSIS - NITRATE AND NITRITE PLUS			$74.04		
	726002081		05/18/2026	DRINKING WATER WELL ANALYSIS - 123 TCP			$368.83		
	726002078		05/18/2026	DRINKING WATER WELL ANALYSIS - 123 TCP			$550.74		
	726001479		05/18/2026	DWW ANALYSIS - GM, GP, INORGANICS			$2,418.95		
	726001478		05/18/2026	W38 BACKWASH			$1,014.58		
	726001498		05/18/2026	PCE WELL			$867.50		
	726001457		05/11/2026	WEEKLY WASTEWATER SAMPLING - AMMONIA			$46.58		
	726001455		05/11/2026	WEEKLY WASTEWATER SAMPLING - AMMONIA			$93.37		
	726001431		05/08/2026	CORROSION CONTROL WQP MONITORING			$69.97		
	726001422		05/08/2026	CORROSION CONTROL WQP MONITORING - SITES			$654.74		
	726001420		05/08/2026	CORROSION CONTROL WQP MONITORING - TERMINAL PUMP STATION			$69.97		
	726001421		05/08/2026	DW - WELL 38 MONTHLY ANALYSIS			$387.20		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$139.95		
	420 - WATER			420.11000 (Cash)			$6,476.52		
159468	05/28/2026	Open			Accounts Payable	MOST DEPENDABLE FOUNTAINS	$3,970.04		
	Invoice		Date	Description			Amount		
	INV89210		05/22/2026	ADA DRINKING FOUNTAIN			$3,970.04		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$3,970.04		
159469	05/28/2026	Open			Accounts Payable	NAPA AUTO PARTS	$4,251.49		
	Invoice		Date	Description			Amount		
	858381		05/22/2026	3754 FIL FUEL FILTER ()			$156.90		
	857786		05/12/2026	735-6368 NOE TAILGATE HANDLE ()			$33.41		
	857790		05/12/2026	7565 BAT BCI 65 BATTERY			$155.68		
	857815		05/12/2026	AR204 ECH RELAY ()			$20.04		

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	857820		05/21/2026	AG0285607355 WTT WeatherTech 1st Row 1-Piece Flo ()			$153.29			
	857868		05/13/2026	48880683 GRT GOLD BRAKE ROTOR			$186.16			
	857886		05/21/2026	48882616 GRT GOLD BRAKE ROTOR			$211.92			
	857911		05/13/2026	8212203 BK WHEEL BEARING			$31.45			
	857934		05/14/2026	1748XD FIL OIL FILTER			$222.30			
	857935		05/14/2026	9666 FIL AIR FILTER			$440.58			
	857942		05/14/2026	3416 FIL FUEL FILTER			$127.16			
	858007		05/15/2026	37147 NS OESPECTRUM TRK SHOCK			$145.43			
	858044		05/15/2026	82-2211 GRO FUSEHOLD ()			$11.01			
	858047		05/15/2026	7430 FIL OIL FILTER			$111.31			
	858163		05/19/2026	7989 CHA SPARK PLUG			$91.59			
	858189		05/19/2026	9136 FIL AIR FILTER ()			$19.42			
	858232		05/20/2026	2100255MP SFI ENGINE OIL FILTER ()			$19.55			
	858278		05/20/2026	FT9656 FLT DISC BRAKE PAD			$445.21			
	858372		05/22/2026	7565 520 BAT ENV BCI 65 BATTERY (170) CA Battery Environme			$155.68			
	858360		05/21/2026	244-9292 RAY REMAN STARTER ()			$122.93			
	858393		05/22/2026	3416 FIL FUEL FILTER			$344.65			
	858441		05/26/2026	8144 BAT NAPA Specialty Flooded Battery BCI No. G			$342.32			
	858458		05/26/2026	BR308 ECH BLOWER MOTOR RESISTOR			$27.98			
	858464		05/26/2026	7565 BAT BCI 65 BATTERY			$622.73			
	858470		05/26/2026	59235 PTX PX TRHEAD SEALANT 592			$52.79			
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			$153.29			
	505 - Fleet			505.11000 (Cash)			$4,098.20			
159470	05/28/2026	Open			Accounts Payable	NORCAL CONSTRUCTION POULTRY SPECIALIST INC.		$738.65		
	Invoice		Date	Description			Amount			
	26164		05/11/2026	WATER CANNON PART			$738.65			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$738.65			
159471	05/28/2026	Open			Accounts Payable	ON THE SPOT DESIGN		$238.98		
	Invoice		Date	Description			Amount			
	4353		05/13/2026	Turlock Transit Decals - no white background			$238.98			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$238.98			
159472	05/28/2026	Open			Accounts Payable	OREILLY AUTO PARTS		$883.28		
	Invoice		Date	Description			Amount			
	2800-257159		05/12/2026	MRY 59356 VALVE CORE			$5.76			
	2800-257885		05/14/2026	MTM 75515 ROD CLIPS			$15.14			
	2800-257880		05/14/2026	MRY PM4718 BLOWER MOTOR			$58.56			
	2800-259597		05/19/2026	LBG 19680 20ZSHUDDRFIX			$14.11			
	2800-259624		05/19/2026	BOS 15717 O2 SENSOR			$79.34			
	2800-259934		05/20/2026	IGN025-4 IGN COIL SET			$108.57			
	2800-259943		05/20/2026	ROB 34724 FILTER-DRIER			$97.31			
	2800-260330		05/21/2026	MOT GL8834 ALTERNATOR			$585.96			
	2800-260650		05/21/2026	MOT GL8834 Core Return			($81.47)			
	Paying Fund			Cash Account			Amount			

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	426 - Transit			426.11000 (Cash)			$97.31		
	505 - Fleet			505.11000 (Cash)			$785.97		
159473	05/28/2026	Open			Accounts Payable	PAN PACIFIC SUPPLY CO OF SF INC DBA PAN-PACIFIC	$39,531.33		
	Invoice		Date	Description			Amount		
	29620342		05/08/2026	TERMINAL TANK AND WATER STORAGE MECHANICAL SEALS			$39,531.33		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$39,531.33		
159474	05/28/2026	Open			Accounts Payable	POLYDYNE INC	$4,763.76		
	Invoice		Date	Description			Amount		
	2027980		05/12/2026	SRWA SUPPLY AND DELIVERY OF Cationic Polymer 5.12.26			$4,763.76		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$4,763.76		
159475	05/28/2026	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	$81,053.06		
	Invoice		Date	Description			Amount		
	130520		05/13/2026	25-040 Design Services Task 5 - 2025 Crack and Slurry Apr 2026			$3,533.25		
	130574		05/14/2026	25-025 Design Task Order 4 Roads - Apr 2026			$12,728.10		
	130455		05/13/2026	23-068 Design Task Order 2 Roads - Apr 2026			$18,517.53		
	130381		05/12/2026	25-024 Design Task Order 3 for Roads - Apr 2026			$46,274.18		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$77,519.81		
	218 - Measure L			218.11000 (Cash)			$3,533.25		
159476	05/28/2026	Open			Accounts Payable	QUICKSCORES LLC	$476.00		
	Invoice		Date	Description			Amount		
	260940		05/15/2026	Adult Softball Scheduling			$476.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$476.00		
159477	05/28/2026	Open			Accounts Payable	RAMONT'S TOW SERVICE	$934.00		
	Invoice		Date	Description			Amount		
	254999		05/08/2026	TRA18-1060 tow bill			$934.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$934.00		
159478	05/28/2026	Open			Accounts Payable	REED INC, GEORGE	$373.62		
	Invoice		Date	Description			Amount		
	100398167		05/11/2026	ASPHALT			$123.41		
	100398760		05/15/2026	ASPHALT			$124.59		
	100398460		05/13/2026	ASPHALT			$125.62		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$373.62		
159479	05/28/2026	Voided	INCORRECT ENTRY	05/29/2026	Accounts Payable	Rexel USA, Inc.	$178.89		
	Invoice		Date	Description			Amount		
	7I21128		05/11/2026	MUNI SERVICES DEPARTMENT SUPPLIES			$119.86		
	S145134352.001		05/07/2026	WIRE DUCT CAP FOR PANELS			$59.03		

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	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$119.86		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$59.03		
159480	05/28/2026	Open			Accounts Payable	ROMEO MEDICAL CLINIC	$1,245.00		
	Invoice		Date	Description			Amount		
	April 2026		04/30/2026	Romeo Medical Services April 2026			$1,140.00		
	FIRE April 2026		04/30/2026	Romeo Medical Clinic Services FIRE April 2026			$105.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$307.00		
	205 - Sports Facilities			205.11000 (Cash)			$215.00		
	246 - Landscape Assessment			246.11000 (Cash)			$105.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$543.00		
	420 - WATER			420.11000 (Cash)			$75.00		
159481	05/28/2026	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$3,625.09		
	Invoice		Date	Description			Amount		
	3046187435		05/15/2026	2872858:CE SENSOR,TEMPERATURE			$208.34		
	3046187151		05/15/2026	5415562:CE SENSOR,OXYGEN			$776.15		
	3046170607		05/18/2026	1 450-4806:ct - SPRING			$163.99		
	3046219979		05/20/2026	F5TZ14A604A:FRD DIODE ASY			$7.26		
	3046231796		05/20/2026	4376312:CE KIT, EXH RCN COO LER			$2,425.25		
	3046272119		05/21/2026	234003:CT SEAL-LIP TYP			$44.10		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$3,625.09		
159482	05/28/2026	Open			Accounts Payable	SAFETY-KLEEN SYSTEMS, INC	$3,240.06		
	Invoice		Date	Description			Amount		
	99973670		05/16/2026	RFORMANCE PLUS, PASSENGER CAR ENGINE OIL, 5W-20,			$1,620.03		
	99973665		05/16/2026	PERFORMANCE PLUS, PASSENGER CAR ENGINE OIL, 5W-20, SQ/IGF -TA, S			$1,620.03		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$3,240.06		
159483	05/28/2026	Open			Accounts Payable	SEEGERS PRINTING INC	$1,050.41		
	Invoice		Date	Description			Amount		
	0147790-IN		05/12/2026	HousingFY25-26 Business Cards-Casas,Figueroa,Lujan,Quiroga,Blank			$510.54		
	0147799-IN		05/07/2026	Housing-FY25-26 Mobile Home Program Door Hanger			$539.87		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$1,050.41		
159484	05/28/2026	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	$52,989.64		
	Invoice		Date	Description			Amount		
	51762		04/14/2026	23-069 Design Services Task Order 2 - March 2026			$6,578.57		
	51775		04/14/2026	25-026 Design Roads Task 3 - March 2026			$46,411.07		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$52,989.64		

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159485	05/28/2026	Open			Accounts Payable	SOUTHERN TIRE MART	$1,071.49		
	Invoice		Date	Description			Amount		
	7320023457		05/20/2026	255/60R18 FIREHAWK PURSUIT 121.69		8	$1,071.49		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,071.49		
159486	05/28/2026	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	$13,849.50		
	Invoice		Date	Description			Amount		
	230445123		04/30/2026	Traffic signal preventative maintenance APRIL RESPONSE			$7,399.50		
	230445124		04/30/2026	Traffic signal preventative maintenance APRIL ROUTINE			$6,450.00		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$13,849.50		
159487	05/28/2026	Open			Accounts Payable	STANISLAUS COUNTY	$2,370.00		
	Invoice		Date	Description			Amount		
	TP25005849		05/22/2026	F25055 - MISC TRUST, FUND 7900, ORG AC06200, ACCT 02650			$843.00		
	TP25006062		05/22/2026	F25057 - MISC TRUST, FUND 7900, ORG AC06200, ACCT 02650			$1,527.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,370.00		
159488	05/28/2026	Open			Accounts Payable	STERICYCLE INC	$1,381.00		
	Invoice		Date	Description			Amount		
	8014197789		04/30/2026	shred it April 2026			$1,381.00		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$1,381.00		
159489	05/28/2026	Open			Accounts Payable	Stoel Rives LLP	$6,915.00		
	Invoice		Date	Description			Amount		
	8110109		02/12/2026	PCE Contamination services through Jan 31, 2026			$4,859.00		
	8121949		05/12/2026	PCE Contamination services through April 30, 2026			$2,056.00		
	Paying Fund			Cash Account			Amount		
	423 - PCE Downtown (Prop 1 Grant)			423.11000 (Cash)			$6,915.00		
159490	05/28/2026	Open			Accounts Payable	SYNCHRONY BANK	$741.71		
	Invoice		Date	Description			Amount		
	5/2/26		05/02/2026	Lowe's Charges Act#9700 190231 7 - 5/2/26 Statement			$741.71		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$632.94		
	246 - Landscape Assessment			246.11000 (Cash)			$108.77		
159491	05/28/2026	Open			Accounts Payable	T I D	$322,355.61		
	Invoice		Date	Description			Amount		
	083201 - MAY 26		05/09/2026	ACC#0832010000 - MON 2026			$8,450.05		
	183201 - MAY 26		05/11/2026	ACC#1832010000 - MAY 2026			$10,283.87		
	283201 - MAY 26		05/11/2026	ACC#2832010000 - MAY 2026			$15,076.48		
	383201 - MAY 26		05/11/2026	ACC#3832010000 - MAY 2026			$3,799.37		
	483201 - MAY 26		05/11/2026	ACC#4832010000 - MAY 2026			$186,173.51		
	683201 - MAY 26		05/11/2026	ACC#6832010000 - MAY 2026			$4,475.69		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	773201 - MAY 26		05/11/2026	ACC#7732010000 - MAY 2026		$9,675.47			
	873201 - MAY 26		05/09/2026	ACC#8732010000 - MAY 2026		$7,693.65			
	973201 - MAY 26		05/11/2026	ACC#9732010000 - MAY 2026		$76,727.52			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$27,586.30			
	205 - Sports Facilities			205.11000 (Cash)		$4,372.05			
	217 - Streets - Gas Tax			217.11000 (Cash)		$10,855.09			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		$23,581.20			
	232 - CFD #3 - Maintenance Services			232.11000 (Cash)		$124.48			
	246 - Landscape Assessment			246.11000 (Cash)		$10,629.29			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$152,836.28			
	416 - Recycled Water Sales			416.11000 (Cash)		$6,183.82			
	420 - WATER			420.11000 (Cash)		$83,365.76			
	426 - Transit			426.11000 (Cash)		$1,099.53			
	505 - Fleet			505.11000 (Cash)		$1,721.81			
159492	05/28/2026	Open			Accounts Payable	TAYLOR BACKHOE SERVICE, INC.	$457,231.73		
	Invoice		Date	Description		Amount			
	PP5/CP21-043		04/30/2026	21-043 John Lazar Park-4/30/26		$457,231.73			
	Paying Fund			Cash Account		Amount			
	228 - Park Development Tax			228.11000 (Cash)		$457,231.73			
159493	05/28/2026	Open			Accounts Payable	THE PAPE' GROUP INC. dba PAPE' MATERIAL HANDLING	$1,471.17		
	Invoice		Date	Description		Amount			
	12282672		05/14/2026	WAS CALLED TO COME TO SHOP AND WORK ON UNIT IN SHOP DROVE		$1,471.17			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		$1,471.17			
159494	05/28/2026	Open			Accounts Payable	TOP-TIER COLLISION CENTER, INC.	$580.98		
	Invoice		Date	Description		Amount			
	1139		05/19/2026	BODY LABOR		$580.98			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$580.98			
159495	05/28/2026	Open			Accounts Payable	TURF STAR	$279.45		
	Invoice		Date	Description		Amount			
	INV153924		05/12/2026	134-3085: ELEMENT-FILTER, FUEL		$279.45			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		$279.45			
159496	05/28/2026	Open			Accounts Payable	TURLOCK COMMUNITY THEATRE	$6,805.00		
	Invoice		Date	Description		Amount			
	R2026-8		05/15/2026	Spring Dance 2026		$6,805.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$6,805.00			
159497	05/28/2026	Open			Accounts Payable	TURLOCK JOURNAL	$740.00		
	Invoice		Date	Description		Amount			
	416277		04/30/2026	FY 2026-2027 Annual Action Plan (AAP)- Stanislaus County-Spanish		$270.00			
	417928		04/30/2026	summer watering schedule		$200.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	416278		04/30/2026	FY 2026-2027 Annual Action Plan (AAP)- Stanislaus County-English			$270.00		
	Paying Fund			Cash Account			Amount		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$540.00		
	420 - WATER			420.11000 (Cash)			$200.00		
159498	05/28/2026	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	$447,008.51		
	Invoice		Date	Description			Amount		
	MAR 2026 TRUE UP		05/26/2026	MARCH 2026 TRUE UP			$204,746.34		
	APR 2026 TRUE UP		05/26/2026	APRIL 2026 TRUE UP			$242,262.17		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$447,008.51		
159499	05/28/2026	Open			Accounts Payable	TURLOCK SMOG LLC	$28.00		
	Invoice		Date	Description			Amount		
	#14776		05/20/2026	ST03-7034 smog			$28.00		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$28.00		
159500	05/28/2026	Open			Accounts Payable	United Circuit Breakers Inc.	$287.86		
	Invoice		Date	Description			Amount		
	678628		05/06/2026	FA34030 - ELECTRICAL			$287.86		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$287.86		
159501	05/28/2026	Open			Accounts Payable	UNITED RENTALS (NORTH AMERICA) INC	$936.10		
	Invoice		Date	Description			Amount		
	262425245-001		05/14/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$217.21		
	262131078-001		05/07/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$718.89		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$936.10		
159502	05/28/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	$63,222.57		
	Invoice		Date	Description			Amount		
	53891484		05/15/2026	SODIUM HYPOCHLORITE			$17,140.56		
	53892599		05/15/2026	SODIUM BISULFITE			$7,569.73		
	53884418		05/12/2026	SODIUM HYPOCHLORITE			$17,665.18		
	53892598		05/18/2026	SRWA Supply & Del. Of Calcium Thio Captor 5.18.26			$4,398.79		
	53899697		05/19/2026	SODIUM HYPOCHLORITE			$16,448.31		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$58,823.78		
	450 - SRWA - Operations			450.11000 (Cash)			$4,398.79		
159503	05/28/2026	Open			Accounts Payable	VEHICLE MAINTENANCE EQUIPMENT, LLC	$1,940.24		
	Invoice		Date	Description			Amount		
	VO000203		05/15/2026	JORDAN GOES TO THE CITY OF TURLOCK ON 5/8. CUSTOMER STATES LIFT			$1,940.24		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$1,940.24		

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159504	05/28/2026	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	$5,589.52		

Invoice	Date	Description	Amount
4/30/26	04/30/2026	UNIFORM RENTAL & LAUNDRY SERVICES - APRIL 2026	$5,589.52

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,209.29
205 - Sports Facilities	205.11000 (Cash)	$279.15
217 - Streets - Gas Tax	217.11000 (Cash)	$226.93
246 - Landscape Assessment	246.11000 (Cash)	$578.38
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,491.36
420 - WATER	420.11000 (Cash)	$434.79
426 - Transit	426.11000 (Cash)	$266.67
450 - SRWA - Operations	450.11000 (Cash)	$570.79
505 - Fleet	505.11000 (Cash)	$532.16

159505	05/28/2026	Open			Accounts Payable	VIRTUAL PROJECT MANAGER LLC	$1,250.00		

Invoice	Date	Description	Amount
12-4948	05/01/2026	Project Management Software Tool for Capital Projects-May 2026	$1,250.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,250.00

159506	05/28/2026	Open			Accounts Payable	WECO INDUSTRIES INC	$1,062.52		

Invoice	Date	Description	Amount
0057390-IN	05/14/2026	GAP-GAU022382 DESSICANT FILTER FOR MERCOID	$1,062.52

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$1,062.52

159507	05/28/2026	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	$681.08		

Invoice	Date	Description	Amount
June 2026	05/12/2026	Mobile Rent Subsidy FY 2025-26- June 2026	$681.08

Paying Fund	Cash Account	Amount
621 - Successor Agency - Non LMI	621.11000 (Cash)	$681.08

159508	05/28/2026	Open			Accounts Payable	WEXBANK	$418.84		

Invoice	Date	Description	Amount
5/15/2026	05/15/2026	SHELL FUEL 5/15/26	$418.84

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$418.84

159509	05/28/2026	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	$809.99		

Invoice	Date	Description	Amount
S2296367.001	04/29/2026	EATON E50AR1 HD PLUG IN L-SW	$809.99

Paying Fund	Cash Account	Amount
416 - Recycled Water Sales	416.11000 (Cash)	$809.99

159510	05/28/2026	Open			Accounts Payable	Fiez, Nichole	$600.00		

Invoice	Date	Description	Amount
NF PD 25/26	05/18/2026	Prof Dev FY 25/26	$600.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$600.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159511	05/28/2026	Open			Accounts Payable	FORTADO, RICHARD	$158.00		
	Invoice		Date	Description			Amount		
	TR 5264 PER DIEM		02/26/2026	LEADERSHIP DEVELOPMENT SESSION 5, 6/17/26 - 6/19/26, MONTEREY			$158.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$158.00		
159512	05/28/2026	Open			Accounts Payable	HINOJOSA, VIRGINIA	$594.00		
	Invoice		Date	Description			Amount		
	19939848		05/19/2026	CHECK REFUND FOR SPRING BREAK CAMP 2026 FAMILY CREDIT			$594.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$594.00		
159513	05/28/2026	Open			Accounts Payable	INDERBITZEN, PAUL	$120.73		
	Invoice		Date	Description			Amount		
	DEMAND		05/18/2026	DEMAND - REIMBURSEMENTS			$120.73		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$120.73		
159514	05/28/2026	Open			Accounts Payable	Julian , Avila	$385.98		
	Invoice		Date	Description			Amount		
	TR5288 REIMB		04/27/2026	TR5288 Hotel Reimbursement 4/27/26 - 4/29/26			$385.98		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$385.98		
159515	05/28/2026	Open			Accounts Payable	MEDRANO, FRANK	$251.00		
	Invoice		Date	Description			Amount		
	861169		05/20/2026	REIMBURSEMENT - CWEA ASSOCATION MEMBERSHIP - FRANK MEDRANO			$251.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$251.00		
159516	05/28/2026	Open			Accounts Payable	MODESTO RADIOLOGICAL MEDICAL GROUP	$23.11		
	Invoice		Date	Description			Amount		
	919281		05/18/2026	PRE-EMPLOYMENT TESTING			$23.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$23.11		
159517	05/28/2026	Open			Accounts Payable	MURPHY, JOHN J.	$1,293.15		
	Invoice		Date	Description			Amount		
	Interview Reimb		05/20/2026	REIMBURSEMENT 05.09.2026			$1,293.15		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,293.15		
159518	05/28/2026	Open			Accounts Payable	Spangler, Joseph	$500.00		
	Invoice		Date	Description			Amount		
	JS PD 25/26		05/18/2026	Prof Dev FY 25/26			$500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$500.00		
159519	05/28/2026	Open			Accounts Payable	STAPLER, MICHAEL	$113.70		
	Invoice		Date	Description			Amount		
	DEMAND - AC		05/18/2026	DEMAND - REIMBURSEMENT FOR AC SUPPLIES			$113.70		

Payment Register

From Payment Date: 5/22/2026 - To Payment Date: 5/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$113.70		
159520	05/28/2026	Open			Accounts Payable	WALLACE, CHRISTOPHER	$55.00		
	Invoice		Date	Description			Amount		
	2025-00087312		05/15/2026	REFUND CCW APPLICATION NON-RESIDENT 11/8/24			$55.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$55.00		
159521	05/28/2026	Open			Accounts Payable	WALLACE, CHRISTOPHER	$93.00		
	Invoice		Date	Description			Amount		
	2026-00112986		05/15/2026	REFUND - CCW APPLICATION NON-RESIDENT 12/18/25			$93.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$93.00		
159522	05/28/2026	Open			Accounts Payable	WHITE, JEANNE	$119.00		
	Invoice		Date	Description			Amount		
	766353		05/20/2026	REIMBURSEMENT - LAB ANALYST GRADE 2 - JEANNE WHITE			$119.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$59.50		
	420 - WATER			420.11000 (Cash)			$59.50		
Type Check Totals:					105 Transactions		$3,463,446.66		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$3,050,348.04	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$413,098.62	$0.00
	Stopped	0	$0.00	$0.00
	Total	105	$3,463,446.66	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$3,050,348.04	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$413,098.62	$0.00
	Stopped	0	$0.00	$0.00

City of Turlock

Payment Register

From Payment Date: 5/22/2026 - To Payment Date: 5/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	105		$3,463,446.66	$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$3,050,348.04	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$413,098.62	$0.00
	Stopped	0	$0.00	$0.00
	Total	105	$3,463,446.66	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	103	$3,050,348.04	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$413,098.62	$0.00
	Stopped	0	$0.00	$0.00
	Total	105	$3,463,446.66	$0.00

I, Isaac Moreno, the Finance Director of the City of Turlock attest that each check is entered into the Check Register with each check number, the date of issue, the amount, and the name of the payee. Each check entered into the Check Register conforms to the current City budget. I hereby submit the Check Register to the City Manager for approval prior to being placed on the council agenda for ratification per Turlock Municipal Code Sections 3-2-05 and 3-2-07.

Check Register dated 5/29/26 – 6/4/26
Accounts Payable EFT 2/1/26 – 2/28/26
Payroll EFT 2/1/26 – 2/28/26

Isaac Moreno – Finance Director — Date 6-8-26

~~Gary Hampton - Interim~~ City Manager — Date 6-9-26
CHRIS FISHER Acting

City of Turlock

Payment Register

From Payment Date: 5/29/2026 - To Payment Date: 6/4/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
159523	05/29/2026	Open			Accounts Payable	Rexel USA, Inc.	$119.86		
	Invoice		Date	Description			Amount		
	7I21128		05/11/2026	MUNI SERVICES DEPARTMENT SUPPLIES			$119.86		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$119.86		
159524	06/02/2026	Open			Utility Management Refund	BIEDERMAN, WALLEAN, E	$3,214.82		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		733385-005	CUSTOMER REQUEST	06/01/2026	Refund			
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$66.14		
	119 - American Rescue Plan Act			119.11000 (Cash)			$19.24		
	420 - WATER			420.11000 (Cash)			$3,129.44		
159525	06/02/2026	Open			Utility Management Refund	CH-TURLOCK GOSPEL MISSION	$156,859.63		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Institutional Metered		130125-002	CUSTOMER REQUEST	06/01/2026	Refund			
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$108,758.16		
	420 - WATER			420.11000 (Cash)			$48,101.47		
159526	06/03/2026	Open			Accounts Payable	SECRETARY OF STATE	$40.00		
	Invoice		Date	Description			Amount		
	SS: 4616		06/01/2026	NOTARY RENEWAL, 6/4/26, MODESTO - N.DOLA			$40.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$40.00		
159527	06/03/2026	Open			Accounts Payable	SECRETARY OF STATE	$40.00		
	Invoice		Date	Description			Amount		
	SS: 7395		06/01/2026	NOTARY RENEWAL, 6/4/26, MODESTO - J. VON KLEIST			$40.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$40.00		
159528	06/04/2026	Open			Accounts Payable	A & P CONSTRUCTION	$28,590.00		
	Invoice		Date	Description			Amount		
	232		05/18/2026	2755 N. Walnut Rd. #133-90% Completion Project payment			$21,420.00		
	233		05/18/2026	2755 N. Walnut Rd. #133-CO#1 Completion Payment			$7,170.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$28,590.00		
159529	06/04/2026	Open			Accounts Payable	A-Z BUS SALES INC	$400,920.14		
	Invoice		Date	Description			Amount		
	INVSAC 46450a		05/29/2026	22486 Ford E-Transit 350 MR Battery Electric Vans			$200,460.07		
	INVSAC 46466a		04/28/2026	22485 Ford E-Transit 350 MR Battery Electric Vans			$200,460.07		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$400,920.14		

Payment Register

From Payment Date: 5/29/2026 - To Payment Date: 6/4/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159530	06/04/2026	Open			Accounts Payable	ABY MANUFACTURING GROUP INC DBA ENTENMANN-ROVIN CO	$71.03		
	Invoice		Date	Description			Amount		
	0194783-IN		05/04/2026	AWARD BAR			$71.03		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$71.03		
159531	06/04/2026	Voided	INCORRECT VENDOR	06/05/2026	Accounts Payable	ALL STAR	$1,040.00		
	Invoice		Date	Description			Amount		
	2207		05/28/2026	4X8 BANNER (QUANTITY:8)			$1,040.00		
	Paying Fund			Cash Account			Amount		
	269 - Parks & Public Facilities Grants			269.11000 (Cash)			$1,040.00		
159532	06/04/2026	Open			Accounts Payable	AMERICAN MESSAGING	$88.52		
	Invoice		Date	Description			Amount		
	R1061876AF		06/01/2026	Acct #R1-061876 - Fire Department			$88.52		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$88.52		
159533	06/04/2026	Open			Accounts Payable	AMERICAN WATER WORKS ASSOCIATION	$226.00		
	Invoice		Date	Description			Amount		
	S0299046		05/29/2026	MEMBERSHIP DUES - BROCK HOLMES			$113.00		
	S0299086		05/29/2026	MEMBERSHIP DUES - KEVIN CALLAHAN			$113.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$226.00		
159534	06/04/2026	Open			Accounts Payable	AT&T California, AT&T Wholesale, AT&T DataComm	$107.00		
	Invoice		Date	Description			Amount		
	5/22/26		05/22/2026	PSF Monthly Internet Service - 5/23/26-6/22/26			$107.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$107.00		
159535	06/04/2026	Open			Accounts Payable	AutomationDirect.com Inc	$930.92		
	Invoice		Date	Description			Amount		
	19241731		05/22/2026	ELECTRICAL SUPPLIES			$930.92		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$930.92		
159536	06/04/2026	Open			Accounts Payable	BARNES WELDING SUPPLY	$175.80		
	Invoice		Date	Description			Amount		
	0063766609		05/21/2026	OVIATION ATTACKERBX FLAP DISC/ BATTERY/ SAFTEY GLASSES			$175.80		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$175.80		
159537	06/04/2026	Open			Accounts Payable	BICSEC SECURITY INC	$205.00		
	Invoice		Date	Description			Amount		
	INV89210		12/10/2025	SERVICE CALL: 12/1/25; 12V 7AH BATTERY			$205.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$205.00		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159538	06/04/2026	Open			Accounts Payable	BKS Law Firm, A Professional Corporation	$1,732.50		
	Invoice		Date	Description			Amount		
	April 2026		05/08/2026	SRWA - Legal Services for 2025-26 April 2026			$1,732.50		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$1,732.50		
159539	06/04/2026	Open			Accounts Payable	BLACK BOX SAFETY, INC.	$69,171.10		
	Invoice		Date	Description			Amount		
	10013504		04/27/2026	RIFLE GRADE BALLIST PLATES (52)			$28,016.56		
	10013503		04/27/2026	RIFLE GRADE BALLIST PLATES (56)			$30,171.68		
	INVP-10014194		05/13/2026	NEW/REPLACEMENT BALLISTIC VEST (10)			$10,982.86		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$41,194.10		
	266 - Police Services Grants			266.11000 (Cash)			$27,977.00		
159540	06/04/2026	Open			Accounts Payable	BORDOVA OUTFITTERS LLC	$2,439.22		
	Invoice		Date	Description			Amount		
	U-13325		05/22/2026	Spring Softball Champ Shirts 2026			$1,574.51		
	U-13362		05/22/2026	Spring Tiny Tot Shirts 2026			$864.71		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,439.22		
159541	06/04/2026	Open			Accounts Payable	CCME, Inc.	$55,310.13		
	Invoice		Date	Description			Amount		
	03 CP23-068 BP3		05/26/2026	23-068 CM Task Order 3 BP3 APRIL 2026			$52,633.27		
	15 CP23-067 BP1		05/26/2026	23-067 CM Task Order 2 BP1 APRIL 2026			$2,676.86		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$55,310.13		
159542	06/04/2026	Open			Accounts Payable	CDW LLC	$21,863.92		
	Invoice		Date	Description			Amount		
	AJ3UT6Y		05/13/2026	CDW-G EOC INPUTS			$167.28		
	AJ3WQ9Y		05/14/2026	CDW-G EOC INPUTS			$413.72		
	AJ3VS2H		05/14/2026	CDW-G EOC INPUTS			$579.01		
	AJ3SV8F		05/13/2026	Security Keys			$12,130.05		
	AJ2185F		05/07/2026	HP Printer - CM Office			$312.60		
	AJ3L54M		05/12/2026	WQC Surface			$1,875.96		
	AJ2H39I		05/04/2026	Hardware Tokens			$6,385.30		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$312.60		
	119 - American Rescue Plan Act			119.11000 (Cash)			$19,675.36		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$937.98		
	420 - WATER			420.11000 (Cash)			$937.98		
159543	06/04/2026	Open			Accounts Payable	CHAMPION INDUSTRIAL	$2,217.00		
	Invoice		Date	Description			Amount		
	87511		04/20/2026	SRWA - Champion Monthly PM/Scheduled Maintenance Feb 2026			$2,217.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$2,217.00		

Payment Register

From Payment Date: 5/29/2026 - To Payment Date: 6/4/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159544	06/04/2026	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	$5,067.05		

Invoice	Date	Description	Amount
90398021	05/20/2026	SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 5.20.26	$5,067.05

Paying Fund	Cash Account	Amount
450 - SRWA - Operations	450.11000 (Cash)	$5,067.05

159545	06/04/2026	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$795.20		

Invoice	Date	Description	Amount
5336919007	05/19/2026	SRWA Medical Supplies 5.19.26	$139.50
5338972707	05/29/2026	First Aid & Safety Supplies Management - City Hall	$297.24
5338972709	05/29/2026	First Aid & Safety Supplies Management - Fire	$44.70
5338972708	05/29/2026	First Aid & Safety Supplies Management - TPD	$264.62
5339001904	05/29/2026	First Aid & Safety Supplies Management - TPD	$49.14

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$655.70
450 - SRWA - Operations	450.11000 (Cash)	$139.50

159546	06/04/2026	Open			Accounts Payable	Cloudburst Consulting Group, Inc.	$4,650.00		

Invoice	Date	Description	Amount
19696	04/30/2026	On Demand Consulting- Housing FY- 2025-26- April	$4,650.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$1,143.13
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$833.12
259 - HOME-ARP	259.11000 (Cash)	$2,673.75

159547	06/04/2026	Open			Accounts Payable	CodeLathe Technologies Inc. dba FileCloud	$1,680.00		

Invoice	Date	Description	Amount
FC-45009	05/26/2026	Filecloud Server Subscription 5/25/26-5/24/27	$1,680.00

Paying Fund	Cash Account	Amount
501 - Information Technology	501.11000 (Cash)	$1,680.00

159548	06/04/2026	Open			Accounts Payable	COLE-PARMER INSTRUMENT COMPANY LLC	$281.61		

Invoice	Date	Description	Amount
4258983	05/11/2026	NIST CERTIFICATE T/C SYSTEM	$281.61

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$281.61

159549	06/04/2026	Open			Accounts Payable	Copy & Design	$3,000.00		

Invoice	Date	Description	Amount
5118	05/11/2026	Copywriting and Content Development	$3,000.00

Paying Fund	Cash Account	Amount
240 - Small Equipment Replacement	240.11000 (Cash)	$3,000.00

159550	06/04/2026	Open			Accounts Payable	CULLIGAN INC	$342.35		

Invoice	Date	Description	Amount
CD3762962	05/26/2026	ACCT #180900 De-ionized water for WQC Lab	$100.35
CD3711678	04/30/2026	ACCT #180900 De-ionized water for WQC Lab	$242.00

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$342.35

Payment Register

From Payment Date: 5/29/2026 - To Payment Date: 6/4/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159551	06/04/2026	Open			Accounts Payable	CURTIS & SONS INC, L N	$34,765.78		

Invoice	Date	Description	Amount
INV1056793	04/08/2026	WILDLAND TACTICAL PANT & STRUCTURE BOOTS	$936.79
INV1055258	04/02/2026	STRUCTURE BOOTS SIZE 10 & 11	$2,024.44
INV1064700	04/30/2026	TURNOUT JACKET AND PANTS	$31,804.55

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$34,765.78

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159552	06/04/2026	Open			Accounts Payable	DELL MARKETING LP	$4,997.86		

Invoice	Date	Description	Amount
10871138586	04/16/2026	A/V Council Chambers Workstation	$4,997.86

Paying Fund	Cash Account	Amount
240 - Small Equipment Replacement	240.11000 (Cash)	$4,997.86

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159553	06/04/2026	Open			Accounts Payable	DENAIR LUMBER INC	$449.06		

Invoice	Date	Description	Amount
4104359	04/16/2026	TRAILER BED (2X8X20' DF #2/BTR S4S)	$449.06

Paying Fund	Cash Account	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	$449.06

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159554	06/04/2026	Open			Accounts Payable	Development Group Inc	$15,700.00		

Invoice	Date	Description	Amount
N31844	04/27/2026	Security Camera Installation for PSF	$15,700.00

Paying Fund	Cash Account	Amount
119 - American Rescue Plan Act	119.11000 (Cash)	$15,700.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159555	06/04/2026	Open			Accounts Payable	DOCUSCRIPT, LLC	$101.68		

Invoice	Date	Description	Amount
3089	05/01/2026	TRANSCRIPTION SERVICES FOR APRIL 2026	$101.68

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$101.68

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159556	06/04/2026	Open			Accounts Payable	DYETT & BHATIA URBAN	$36,666.00		

Invoice	Date	Description	Amount
21-580-30-B	05/26/2026	REAP 2.0	$36,666.00

Paying Fund	Cash Account	Amount
271 - Development Services Grants	271.11000 (Cash)	$36,666.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159557	06/04/2026	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	$2,619.33		

Invoice	Date	Description	Amount
S6673195.001	05/18/2026	LA LIGHTING/ RETROFIT KIT	$1,935.76
S6730015.001	05/19/2026	OLDCAST N09- BOX ELECTRICAL BOX	$70.37
S6722289.001	05/19/2026	SQD 9065SDO RELAY	$161.61
S6731669.001	05/21/2026	MAXIFLEX GLOVES	$273.72
S6732901.001	05/22/2026	OLD CAST ELECTRICAL BOX / PVC	$177.87

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$248.24
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,209.48
420 - WATER	420.11000 (Cash)	$161.61

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159558	06/04/2026	Open			Accounts Payable	ENERGY SYSTEMS HOLDINGS, INC DBA WEST COAST ENERGY	$1,552.25		

Invoice	Date	Description	Amount
190208-1	12/17/2025	AV BATT CHARGER 24 V 10AMP	$1,552.25

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$1,552.25		
159559	06/04/2026	Open			Accounts Payable	EUROFINS EATON ANALYTICAL INC	$2,090.00		
	Invoice		Date	Description			Amount		
	3800128004		05/20/2026	PFAS Analysis Q1/Q2			$2,090.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$2,090.00		
159560	06/04/2026	Open			Accounts Payable	Evergreen Svcs Group Topco, LLC DBA Solid Networks, LLC	$9,380.00		
	Invoice		Date	Description			Amount		
	CW-37076		05/01/2026	Co-Managed Support Services for Microsoft 365 11/18/25-11/17/26			$4,690.00		
	CW-37222		06/01/2026	Co-Managed Support Services for Microsoft 365 11/18/25-11/17/26			$4,690.00		
	Paying Fund			Cash Account			Amount		
	501 - Information Technology			501.11000 (Cash)			$9,380.00		
159561	06/04/2026	Open			Accounts Payable	FEDERAL EXPRESS	$74.42		
	Invoice		Date	Description			Amount		
	9-318-00375		05/29/2026	SHIPPING CHARGES FOR 5/29/26			$74.42		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$74.42		
159562	06/04/2026	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	$6,069.16		
	Invoice		Date	Description			Amount		
	8609572		05/07/2026	TEST TUBE 18X150MM - LAB			$229.57		
	8577597		05/06/2026	PIPET SEROLOG 25ML			$216.23		
	8609573		05/07/2026	MULTICOLORED PIPET FILLER/PIPET FILLER SILICONE/SAFTEY PIPET FIL			$526.07		
	8639264		05/08/2026	PIPET 5MLX1 - LAB			$417.94		
	8854842		05/19/2026	BOX FRNC 0.5CU FT 1200C - LAB			$4,679.35		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5,651.22		
	420 - WATER			420.11000 (Cash)			$417.94		
159563	06/04/2026	Open			Accounts Payable	FRANCHISE TAX BOARD	$97.69		
	Invoice		Date	Description			Amount		
	052326GONZALEZ		05/29/2026	05232026 PAYROLL WITHHOLDING			$97.69		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$97.69		
159564	06/04/2026	Open			Accounts Payable	GOMES & SONS INC, JOE M	$44,620.27		
	Invoice		Date	Description			Amount		
	104887		05/31/2026	CUST #24090 - Fuel Expense for 5/16/26 - 5/31/26			$39,822.16		
	104769		05/29/2026	Fuel for Fire #3			$1,774.14		
	104594		05/18/2026	Fuel for Fire #3			$3,023.97		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$24,972.29		
	205 - Sports Facilities			205.11000 (Cash)			$759.38		
	217 - Streets - Gas Tax			217.11000 (Cash)			$2,368.07		
	246 - Landscape Assessment			246.11000 (Cash)			$1,692.99		
	255 - CDBG			255.11000 (Cash)			$138.44		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$6,220.22		
	420 - WATER			420.11000 (Cash)			$3,600.02		
	426 - Transit			426.11000 (Cash)			$4,186.08		
	450 - SRWA - Operations			450.11000 (Cash)			$682.78		
159565	06/04/2026	Open			Accounts Payable	GRAINGER INC, W W	$1,310.41		
	Invoice		Date	Description			Amount		
	9921759495		05/19/2026	SRWA Supplies - Barbed Hose Fittings			$17.86		
	9926265746		05/22/2026	JAW COUPLING HUB			$1,111.02		
	9926477952		05/22/2026	JAW COUPLING INSERT RUBER SPIDER			$181.53		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,292.55		
	450 - SRWA - Operations			450.11000 (Cash)			$17.86		
159566	06/04/2026	Open			Accounts Payable	Guidepost Solutions LLC	$3,000.00		
	Invoice		Date	Description			Amount		
	76912		04/30/2026	Design Services for Camera System-Site Assessment Apr2026			$3,000.00		
	Paying Fund			Cash Account			Amount		
	120 - Tourism			120.11000 (Cash)			$2,490.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			$300.00		
	420 - WATER			420.11000 (Cash)			$210.00		
159567	06/04/2026	Open			Accounts Payable	HAJOCA CORPORATION	$1,575.06		
	Invoice		Date	Description			Amount		
	S015051153.001		05/27/2026	BRONZE STRAINER			$1,575.06		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,575.06		
159568	06/04/2026	Open			Accounts Payable	HENSLEY'S PAVING & ENGR	$275,471.76		
	Invoice		Date	Description			Amount		
	CP21-003/PP2		04/30/2026	21-003 Fulkerth Rd Widening			$275,471.76		
	Paying Fund			Cash Account			Amount		
	305 - Capital Facility Fees			305.11000 (Cash)			$275,471.76		
159569	06/04/2026	Open			Accounts Payable	HigherGround Inc.	$3,220.40		
	Invoice		Date	Description			Amount		
	INV7469		05/13/2026	CAPTURE 911 RECORDING MAINTENANCE 06/01/26 - 05/31/2027			$3,220.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,220.40		
159570	06/04/2026	Open			Accounts Payable	HILMAR LUMBER INC	$310.26		
	Invoice		Date	Description			Amount		
	755461		12/03/2025	PREMIER PLUG			$310.26		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$310.26		
159571	06/04/2026	Open			Accounts Payable	HILMAR READY MIX	$146.71		
	Invoice		Date	Description			Amount		
	13612		05/06/2026	CONCRETE			$146.71		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$146.71		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159572	06/04/2026	Open			Accounts Payable	IN-SITU INC.	$6,105.36		

Invoice	Date	Description	Amount
SV1001788	12/15/2025	CHEM SCAN ANALYZER	$6,545.36
SVC000029	05/19/2026	CREDIT FOR MISSING 10% DISCOUNT ON INVOICE SV1001788	($440.00)

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$6,105.36

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159573	06/04/2026	Open			Accounts Payable	Jacobs Engineering Group Inc.	$11,336.25		

Invoice	Date	Description	Amount
W8Y33800-11	05/04/2026	SRWA - OT Support, SCADA, Process Support, and Training April 26	$11,336.25

Paying Fund	Cash Account	Amount
950 - SRWA - JPA	950.11000 (Cash)	$11,336.25

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159574	06/04/2026	Open			Accounts Payable	Jocelyn E. Roland Ph.D., ABPP, INC	$500.00		

Invoice	Date	Description	Amount
24984	05/01/2026	PRE-EMPLOYMENT PSYCH SCREENING	$500.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$500.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159575	06/04/2026	Open			Accounts Payable	Life-Assist, Inc	$5,896.76		

Invoice	Date	Description	Amount
2109856	04/29/2026	LUCAS 3 BATTERY	$1,081.91
2124223	05/14/2026	VARIETY OF MEDICAL SUPPLIES	$1,334.12
2124645	05/15/2026	ALPHA TRAUMA PACK, BLU	$298.31
2124224	05/14/2026	ALPHA TRAUMA PACK, BLU & SUCTION UNIT	$1,846.54
2091724	03/27/2026	INTERSURGICAL I-GEL, EPI, N95 MASKS, LUCAS CUPS, BP CUFF	$1,335.88

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$4,814.85
240 - Small Equipment Replacement	240.11000 (Cash)	$1,081.91

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159576	06/04/2026	Open			Accounts Payable	Linde Inc.	$10,236.17		

Invoice	Date	Description	Amount
56864379	05/21/2026	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 5.21.26	$10,236.17

Paying Fund	Cash Account	Amount
450 - SRWA - Operations	450.11000 (Cash)	$10,236.17

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159577	06/04/2026	Open			Accounts Payable	MEDWASTE MANAGEMENT, LLC.	$199.00		

Invoice	Date	Description	Amount
46830	04/30/2026	QUARTERLY SERVICE	$199.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$199.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159578	06/04/2026	Open			Accounts Payable	MES I ACQUISITION INC DBA MES SERVICE COMPANY LLC	$9,068.47		

Invoice	Date	Description	Amount
IN2439110	02/10/2026	SCBA FLOW TEST	$4,080.89
IN2439109	02/10/2026	SCBA FLOW TEST	$4,987.58

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$9,068.47

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159579	06/04/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	$2,877.71		

Invoice	Date	Description	Amount
726001515	05/20/2026	INDUSTRIAL BASELINE MONTIRORING	$838.02
726001518	05/20/2026	INDUSTRIAL BASELINE MONTIRORING	$993.95
726001517	05/20/2026	INDUSTRIAL BASELINE MONTIRORING	$993.95
726001510	05/21/2026	BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS	$51.79

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$2,877.71

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159580	06/04/2026	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	$2,352.05		

Invoice	Date	Description	Amount
CINV-513230	05/27/2026	SRWA - Phase III Environmental Work for 2025-26 April 2026	$2,352.05

Paying Fund	Cash Account	Amount
950 - SRWA - JPA	950.11000 (Cash)	$2,352.05

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159581	06/04/2026	Open			Accounts Payable	MOST DEPENDABLE FOUNTAINS	$10,350.18		

Invoice	Date	Description	Amount
INV89208	05/19/2026	(2) DRINKING FOUNTAIN REPLACEMENTS	$10,350.18

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	$10,350.18

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159582	06/04/2026	Open			Accounts Payable	MOTION INDUSTRIES INC - CA82	$177.97		

Invoice	Date	Description	Amount
CA15-01003993	04/16/2026	MILL-RIGHT N SPLIT	$177.97

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$177.97

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159583	06/04/2026	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	$530.48		

Invoice	Date	Description	Amount
67446722	04/27/2026	GLV EXAM SM/LG NITRILE BIODEGRADE/BLK PF	$151.64
67671033	05/07/2026	SYR 20CC LL HARD PACK	$28.04
67671032	05/07/2026	RAB VAC 3 50X1DS	$220.45
67670965	05/07/2026	ANIGEN PARVO K9 TEST KIT	$130.35

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$310.03
203 - Animal Fee Forfeiture	203.11000 (Cash)	$220.45

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159584	06/04/2026	Open			Accounts Payable	National Center for Housing Management	$2,985.00		

Invoice	Date	Description	Amount
INV-15181	05/27/2026	HOME Compliance Specialist Training- Jennifer, Rosa, Marta	$2,985.00

Paying Fund	Cash Account	Amount
256 - Stanislaus Housing Consortium	256.11000 (Cash)	$2,985.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159585	06/04/2026	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	$250.00		

Invoice	Date	Description	Amount
202605-1860	05/05/2026	PROF SVS THROUGH 4/25/26	$250.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$250.00		
159586	06/04/2026	Open			Accounts Payable	Northstar Chemical	$5,862.62		
	Invoice		Date	Description			Amount		
	340275		05/26/2026	FERRIC CHLORIDE FOR WELL 38			$5,862.62		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$5,862.62		
159587	06/04/2026	Open			Accounts Payable	NV5 INC.	$379,550.70		
	Invoice		Date	Description			Amount		
	518939		05/22/2026	23-033 CM Task Order 2 APRIL 2026			$3,476.06		
	518946		05/22/2026	23-067 CM Task Order 4 BP2 APRIL 2026			$18,269.59		
	518948		05/22/2026	23-067 CM Task Order 5 BP3 APRIL 2026			$44,112.36		
	518949		05/22/2026	22-001 Construction Close-Out Services APRIL 2026			$328.23		
	518950		05/22/2026	23-069 CM Task Order 6 APRIL 2026			$175,023.72		
	518951		05/22/2026	23-052 CM Task Order 7 APRIL 2026			$1,996.91		
	518957		05/22/2026	23-068 CM Task Order 8 BP2 APRIL 2026			$133,096.84		
	518958		05/22/2026	25-025 CM Task Order 9 BP1 APRIL 2026			$3,246.99		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$379,550.70		
159588	06/04/2026	Open			Accounts Payable	OTIS ELEVATOR CO INC	$175.00		
	Invoice		Date	Description			Amount		
	F10000323892		05/11/2026	FUEL AND LOGISTICS SURCHARGE			$175.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$175.00		
159589	06/04/2026	Open			Accounts Payable	P G & E	$7.84		
	Invoice		Date	Description			Amount		
	REC 5/24/26		05/24/2026	2749172768-4 / 144 S Broadway			$7.84		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$7.84		
159590	06/04/2026	Open			Accounts Payable	PACE SUPPLY CORPORATION	$3,323.24		
	Invoice		Date	Description			Amount		
	0511384127-3		05/20/2026	BAND REPAIR CLAMP			$1,239.11		
	0511384127-2		05/15/2026	STRAIGHT GLOBE			$2,084.13		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$3,323.24		
159591	06/04/2026	Open			Accounts Payable	Perkins dba Zacks Handyman and Construction, Nathan Zackery	$23,927.00		
	Invoice		Date	Description			Amount		
	20192559		05/18/2026	500 N. Tully Rd. #77- Change Orders 1, 2, & 3 Completion Payment			$11,770.00		
	20192557		05/18/2026	500 N. Tully #77 (Mobile Rehab)-Work Completed up to 05/18/26			$8,757.00		
	20192564		05/28/2026	500 N. Tully Rd. #103-C/O#4 completion payment			$3,400.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$23,927.00		
159592	06/04/2026	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	$31,178.04		
	Invoice		Date	Description			Amount		
	3262		03/31/2026	General Municipal			$16,001.20		

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	3263		03/31/2026	Meetings - City Council			$1,812.60			
	3264		03/31/2026	Meetings - Other Recurring			$206.40			
	3265		03/31/2026	Cannabis Plan4Dream Supp. Background			$240.80			
	3266		03/31/2026	Ordinance Reasonable Commodation			$1,819.50			
	3267		03/31/2026	Ordinance Smoke Shops			$57.40			
	3268		03/31/2026	TGM Claim			$1,897.90			
	3269		03/31/2026	Cannabis Regulation			$2,415.90			
	3258		04/27/2026	Subcontracted Counsel 4/27/26			$6,726.34			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$31,178.04			
159593	06/04/2026	Open			Accounts Payable	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP		$8,225.00		
	Invoice		Date	Description			Amount			
	7873		04/30/2026	SR07, 22-006 City Hall Roof Replacement-7873			$8,225.00			
	Paying Fund			Cash Account			Amount			
	301 - Capital Improvements			301.11000 (Cash)			$8,225.00			
159594	06/04/2026	Open			Accounts Payable	POINT EMBLEMS		$3,810.41		
	Invoice		Date	Description			Amount			
	20086		02/27/2026	CHALLENGE COINS (500)			$3,810.41			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$3,810.41			
159595	06/04/2026	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC		$19,144.61		
	Invoice		Date	Description			Amount			
	130855		05/22/2026	26-014 Design Roads Task 6 APRIL 2026			$19,144.61			
	Paying Fund			Cash Account			Amount			
	115 - Measure A - Roads			115.11000 (Cash)			$19,144.61			
159596	06/04/2026	Open			Accounts Payable	PUMP PROS INC		$99.16		
	Invoice		Date	Description			Amount			
	2375		05/20/2026	FEMALE COUPLER			$99.16			
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$99.16			
159597	06/04/2026	Open			Accounts Payable	ROBIC REFRIGERATION INC		$1,730.14		
	Invoice		Date	Description			Amount			
	0000038343		05/05/2026	SERVICE FOR WALK-IN FREEZER AT 45 DEGREES			$1,730.14			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,730.14			
159598	06/04/2026	Open			Accounts Payable	SAN JOAQUIN VALLEY		$106.00		
	Invoice		Date	Description			Amount			
	N175008		05/01/2026	FAC ID N7625			$106.00			
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$106.00			
159599	06/04/2026	Open			Accounts Payable	Sandis Civil Engineers Surveyors Planners		$1,320.25		
	Invoice		Date	Description			Amount			
	2604346-M		04/30/2026	SR02, 25-030 Pedestrian Crossing at W Christoffersen & Mckenna			$1,320.25			
	Paying Fund			Cash Account			Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	218 - Measure L			218.11000 (Cash)			$1,320.25		
159600	06/04/2026	Open			Accounts Payable	SEEGERS PRINTING INC	$103.19		
	Invoice		Date	Description			Amount		
	0147789-IN		05/12/2026	Business Cards for City Attorney 5.12.26			$103.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$103.19		
159601	06/04/2026	Open			Accounts Payable	SHARPENING SHOP	$1,891.95		
	Invoice		Date	Description			Amount		
	464554		05/21/2026	WATER PUMP AND HOSE KIT			$994.73		
	463239		04/29/2026	RETURN: 12"POWER PRUNER STD BAR; 12"PICCO &16"PICCO CHAIN			($241.11)		
	464718		05/26/2026	25.4CC PRO TORQUE TRIMMER (2X); SF 400 CLAMSHELL UNIVERSAL (4X)			$1,138.33		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$1,138.33		
	246 - Landscape Assessment			246.11000 (Cash)			$753.62		
159602	06/04/2026	Open			Accounts Payable	SITEONE LANDSCAPE SUPPLY HOLDING LLC	$4,877.55		
	Invoice		Date	Description			Amount		
	164733683-001		05/05/2026	IRRIGATION CONTROLLER SYSTEM EQUIPMENT FOR PASEO ENTRADA			$4,877.55		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$4,877.55		
159603	06/04/2026	Open			Accounts Payable	STAINLESS DISTRIBUTORS	$91.30		
	Invoice		Date	Description			Amount		
	0000605503		05/21/2026	FLAT BAR 304			$91.30		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$91.30		
159604	06/04/2026	Open			Accounts Payable	STALKER RADAR, APPLIED CONCEPTS INC	$307.81		
	Invoice		Date	Description			Amount		
	476976		04/29/2026	ORDER FOR PARTS			$35.91		
	477527		05/07/2026	RADAR INTERFACE INTERFACE BOARD			$271.90		
	Paying Fund			Cash Account			Amount		
	206 - Traffic Safety			206.11000 (Cash)			$307.81		
159605	06/04/2026	Open			Accounts Payable	STANISLAUS CTY SHERIFF	$655.58		
	Invoice		Date	Description			Amount		
	052326GONZALEZ		05/29/2026	05232026 PAYROLL WITHHOLDING			$655.58		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$655.58		
159606	06/04/2026	Open			Accounts Payable	STATE OF CALIFORNIA	$1,876.98		
	Invoice		Date	Description			Amount		
	047993		05/07/2026	QUARTERLY CLETS BILLING JAN - MAR 2026			$1,876.98		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,876.98		

City of Turlock

Payment Register

From Payment Date: 5/29/2026 - To Payment Date: 6/4/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159607	06/04/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$405.35		
	Invoice		Date	Description			Amount		
	052326BECCHETTI		05/29/2026	05232026 PAYROLL WITHHOLDING			$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$405.35		
159608	06/04/2026	Open			Accounts Payable	T I D	$43,765.22		
	Invoice		Date	Description			Amount		
	624170 - May 26		05/11/2026	ACC#6241700000 - May 2026			$43,765.22		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$43,765.22		
159609	06/04/2026	Open			Accounts Payable	TARGETSOLUTIONS LEARNING LLC DBA VECTOR SOLUTIONS	$7,052.00		
	Invoice		Date	Description			Amount		
	INV139305		05/20/2026	PREMIER MEMBERSHIP PLATFORM 2026			$7,052.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$7,052.00		
159610	06/04/2026	Open			Accounts Payable	TID	$3,433.80		
	Invoice		Date	Description			Amount		
	089013001-2026-1		03/13/2026	1ST INSTALLMENT PARCEL 089013001			$656.70		
	089013001-2026-2		03/16/2026	2ND INSTALLMENT PARCEL 089013001			$656.70		
	044010039-2026-1		03/13/2026	1ST INSTALLMENT PARCEL 044010039			$600.00		
	044010039-2026-2		03/13/2026	2ND INSTALLMENT PARCEL 044010039			$600.00		
	044010040-2026-1		03/13/2026	1ST INSTALLMENT PARCEL 044010040			$120.00		
	044010040-2026-2		03/13/2026	2ND INSTALLMENT PARCEL 044010040			$120.00		
	044015008-2026-1		03/13/2026	1ST INSTALLMENT PARCEL 044015008			$340.20		
	044015008-2026-2		03/13/2026	2ND INSTALLMENT PARCEL 044015008			$340.20		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,433.80		
159611	06/04/2026	Open			Accounts Payable	TNT PRODUCTIONS	$995.00		
	Invoice		Date	Description			Amount		
	238		05/22/2026	Crowell ASES Party			$995.00		
	Paying Fund			Cash Account			Amount		
	270 - Recreation Grants			270.11000 (Cash)			$995.00		
159612	06/04/2026	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	$6,000.00		
	Invoice		Date	Description			Amount		
	25334		05/31/2026	Consulting Services for May 2026			$6,000.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,000.00		
	420 - WATER			420.11000 (Cash)			$3,000.00		
159613	06/04/2026	Open			Accounts Payable	TURLOCK CITY TOW INC	$46.17		
	Invoice		Date	Description			Amount		
	133429		04/19/2026	TOWING SERVICE FOR PD ON 4/19/26			$46.17		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$46.17		
159614	06/04/2026	Open			Accounts Payable	TURLOCK JOURNAL	$2,989.00		
	Invoice		Date	Description			Amount		
	418665		05/12/2026	LEGAL AD: TJ#26-128 ASSET FORFEITURE			$414.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	417877		05/26/2026	Business Conference Ad 2026			$2,100.00		
	419243		05/17/2026	summer watering schedule			$200.00		
	419927		05/28/2026	Turlock Journal - Legal Ad 5460			$200.00		
	420016		05/29/2026	Turlock Journal - Legal Ad 5463			$75.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,300.00		
	201 - Asset Forfeiture			201.11000 (Cash)			$414.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			$75.00		
	420 - WATER			420.11000 (Cash)			$200.00		
159615	06/04/2026	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	$124.91		
	Invoice		Date	Description			Amount		
	0003142250		04/30/2026	SRWA 6 yd Bin Service May 2026			$124.91		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$124.91		
159616	06/04/2026	Open			Accounts Payable	TURLOCK TRANSFER INC	$488.25		
	Invoice		Date	Description			Amount		
	031355		04/30/2026	SOLID WASTE PUBLIC			$488.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$488.25		
159617	06/04/2026	Open			Accounts Payable	TURLOCK UMPIRE GROUP	$4,068.00		
	Invoice		Date	Description			Amount		
	2026-04		05/22/2026	April Adult Softball			$4,068.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,068.00		
159618	06/04/2026	Open			Accounts Payable	U-Rock Utility Equipment, Inc.	$5,319.03		
	Invoice		Date	Description			Amount		
	1215		05/27/2026	SP PUSHROD CONNECTOR			$2,382.04		
	1201		05/13/2026	QUICK CHANGE XL RUBBER WHEEL TIRES FOR TV VAN			$2,936.99		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5,319.03		
159619	06/04/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	$21,574.86		
	Invoice		Date	Description			Amount		
	53903340		05/20/2026	SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 5.20.26			$14,699.79		
	53899696		05/19/2026	SRWA Supply & Del. Of Sodium Hydroxide 5.19.26			$6,217.50		
	53822094		04/16/2026	WELL 20			$657.57		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$657.57		
	450 - SRWA - Operations			450.11000 (Cash)			$20,917.29		
159620	06/04/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	$250.00		
	Invoice		Date	Description			Amount		
	53611463		01/15/2026	SRWA Supply & Del. Of Sodium Hydroxide 1.15.26 non delivery			$6,217.50		
	97870753		02/28/2026	SRWA Supply & Del. Of Sodium Hydroxide **CREDIT** for #53611463			($5,967.50)		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$250.00		
159621	06/04/2026	Open			Accounts Payable	UTILITY TELECOMP GROUP LLC	$1,260.47		
	Invoice		Date	Description			Amount		
	0128444260601		06/01/2026	Acct #128444 - Public Safety internet service			$917.93		
	0131803260601		06/01/2026	Acct #131803 - Transit Center telephone			$342.54		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$917.93		
	426 - Transit			426.11000 (Cash)			$342.54		
159622	06/04/2026	Open			Accounts Payable	VERIZON WIRELESS	$6,071.93		
	Invoice		Date	Description			Amount		
	6142724752		05/03/2026	CM/CA/EDC/CC - Monthly Cell Phone & Devices Bill			$692.76		
	6142724749		05/03/2026	POLICE APR 04 - MAY 03			$4,793.59		
	6143916812		05/18/2026	642482150-00001 Utilities Wellsite-Sim Card Use Apr 19-May 18			$585.58		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,486.35		
	420 - WATER			420.11000 (Cash)			$585.58		
159623	06/04/2026	Open			Accounts Payable	WAYNE BOYER DBA MOTOPORT USA	$5,408.54		
	Invoice		Date	Description			Amount		
	3554		05/06/2026	TRAFFIC OFFICER MOTOR UNIFORMS			$5,408.54		
	Paying Fund			Cash Account			Amount		
	206 - Traffic Safety			206.11000 (Cash)			$5,408.54		
159624	06/04/2026	Open			Accounts Payable	WEST PUBLISHING CORPORATION	$359.00		
	Invoice		Date	Description			Amount		
	853539402		05/01/2026	ONLINE SOFTWARE SUBSCRIPTIONS FOR 4/01/26 - 4/30/26			$359.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$359.00		
159625	06/04/2026	Open			Accounts Payable	Western Extrication Specialists, Inc.	$3,414.70		
	Invoice		Date	Description			Amount		
	3482		04/20/2026	ANNUAL TESTING OF EXTRICATION TOOLS			$3,414.70		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,414.70		
159626	06/04/2026	Open			Accounts Payable	WESTWOOD PROFESSIONAL SERVICES, INC.	$4,704.75		
	Invoice		Date	Description			Amount		
	126500959		05/02/2026	SR04, 25-056 Columbia Pool Exhaust Fan-5/2/26			$4,187.25		
	1260500960		05/02/2026	SR03, 21-043 Northeast Neighborhood Park-J Lazar Park-5/2/26			$517.50		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			$517.50		
	301 - Capital Improvements			301.11000 (Cash)			$4,187.25		
159627	06/04/2026	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	$4,014.89		
	Invoice		Date	Description			Amount		
	S2295760.001		05/06/2026	RADIOLINE I/O EXTENSIONS MODULE 4&8			$2,116.93		
	S2299591.001		05/22/2026	RADIOLINE - 900MHZ WIRELESS TRANSCEIVER			$1,897.96		

Payment Register

From Payment Date: 5/29/2026 - To Payment Date: 6/4/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$4,014.89		
159628	06/04/2026	Open			Accounts Payable	HARCKSEN, MICHAEL	$600.00		
	Invoice		Date	Description			Amount		
	FY 25/26 PROF MH		05/28/2026	PROFESSIONAL DEVELOPMENT REIMBURSEMENT FOR IPAD PURCHASE			$600.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$600.00		
159629	06/04/2026	Open			Accounts Payable	Hofsteen Brian Joseph & Lindsay Major	$471.07		
	Invoice		Date	Description			Amount		
	APN: 072074016		06/04/2026	Palermo - 991 LA PALOMA ST			$471.07		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$471.07		
159630	06/04/2026	Open			Accounts Payable	ROTON, DOMINIQUE	$222.00		
	Invoice		Date	Description			Amount		
	TR 5311 PER DIEM		06/01/2026	PHOTOGRAPHY & VIDEO PRODUCTION, 6/8-6/11			$222.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$222.00		
159631	06/04/2026	Open			Accounts Payable	Sonja Dee Sondeno Raynes	$231.58		
	Invoice		Date	Description			Amount		
	APN: 073039026		06/04/2026	Legends No. 4 - 2481 ELIZABETH WY			$231.58		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$231.58		
Type Check Totals:					109 Transactions		$1,879,797.19		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	$1,878,757.19	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,040.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	109	$1,879,797.19	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	$1,878,757.19	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,040.00	$0.00
	Stopped	0	$0.00	$0.00

City of Turlock

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From Payment Date: 5/29/2026 - To Payment Date: 6/4/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	109		$1,879,797.19	$0.00	

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	$1,878,757.19	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,040.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	109	$1,879,797.19	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	108	$1,878,757.19	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$1,040.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	109	$1,879,797.19	$0.00

City of Turlock

Payment Register

From Payment Date: 2/1/2026 - To Payment Date: 2/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
6106	02/12/2026	Open			Accounts Payable	CAL VALLEY CONSTRUCTION, INC.	$469,014.69		
	Invoice		Date	Description			Amount		
	PP12/22-001 Ret		01/30/2026	22-001 Citywide St Rehab & Impov Package 1-Retention Release			$469,014.69		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$469,014.69		
6107	02/25/2026	Open			Accounts Payable	US BANK-VISA	$131,664.24		
	Invoice		Date	Description			Amount		
	2/23/2026X9452		02/25/2026	Procurement Card Charges - 2/23/26 Statement			$131,664.24		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$131,664.24		
6109	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$945.35		
	Invoice		Date	Description			Amount		
	824490101		02/19/2026	PREMIUMS FEBRUARY 2026 - TCEA			$945.35		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$945.35		
6110	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$429.24		
	Invoice		Date	Description			Amount		
	824490098		02/19/2026	PREMIUMS FEBRUARY 2026 - TAPO			$429.24		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$429.24		
6111	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$76.65		
	Invoice		Date	Description			Amount		
	824490100		02/19/2026	PREMIUMS FEBRUARY 2026 - CONFIDENTIAL			$76.65		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$76.65		
6112	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$30.66		
	Invoice		Date	Description			Amount		
	824490097		02/19/2026	PREMIUMS FEBRUARY 2026 - TMAPS			$30.66		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$30.66		
6113	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$81.76		
	Invoice		Date	Description			Amount		
	824490096		02/19/2026	PREMIUMS FEBRUARY 2026 - RETIREES			$81.76		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$81.76		
6114	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$194.18		
	Invoice		Date	Description			Amount		
	824490099		02/19/2026	PREMIUMS FEBRUARY 2026 - FIRE			$194.18		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$194.18		
6115	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$10.22		
	Invoice		Date	Description			Amount		
	824490095		02/19/2026	PREMIUMS FEBRUARY 2026 - COBRA			$10.22		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 2/1/2026 - To Payment Date: 2/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			$10.22			
6116	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$25.55		
	Invoice		Date	Description			Amount			
	824490094		02/19/2026	PREMIUMS FEBRUARY 2026 - EXECUTIVE TEAM			$25.55			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$25.55			
6117	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$20.44		
	Invoice		Date	Description			Amount			
	824479005		02/19/2026	PREMIUMS FEBRUARY 2026 - CITY OF TURLOCK			$20.44			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$20.44			
6118	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$97.09		
	Invoice		Date	Description			Amount			
	824490093		02/19/2026	PREMIUMS FEBRUARY 2026 - MANAGEMENT			$97.09			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$97.09			
6119	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$74.50		
	Invoice		Date	Description			Amount			
	824500006		02/19/2026	CLAIMS JANUARY 2026 - CITY OF TURLOCK			$74.50			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$74.50			
6120	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$658.00		
	Invoice		Date	Description			Amount			
	824496301		02/19/2026	CLAIMS JANUARY 2026 - FIRE			$658.00			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$658.00			
6121	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$939.99		
	Invoice		Date	Description			Amount			
	824496306		02/19/2026	CLAIMS JANUARY 2026 - TAPO			$939.99			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$939.99			
6122	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$74.50		
	Invoice		Date	Description			Amount			
	824496309		02/19/2026	CLAIMS JANUARY 2026 - TMAPS			$74.50			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$74.50			
6123	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$235.13		
	Invoice		Date	Description			Amount			
	824496312		02/19/2026	CLAIMS JANUARY 2026 - RETIREES			$235.13			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$235.13			
6124	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA		$235.10		
	Invoice		Date	Description			Amount			
	824496315		02/19/2026	CLAIMS JANUARY 2026 - CONFIDENTIAL			$235.10			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$235.10			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6125	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$456.79		
	Invoice		Date	Description		Amount			
	824496318		02/19/2026	CLAIMS JANUARY 2026 - MANAGEMENT		$456.79			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$456.79			
6126	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$74.50		
	Invoice		Date	Description		Amount			
	824496325		02/19/2026	CLAIMS JANUARY 2026 - EXECUTIVE TEAM		$74.50			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$74.50			
6127	02/17/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$3,234.80		
	Invoice		Date	Description		Amount			
	824496319		02/19/2026	CLAIMS JANUARY 2026 - TCEA		$3,234.80			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$3,234.80			
6149	02/02/2026	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	$31.00		
	Invoice		Date	Description		Amount			
	10/1/25-12/31/25		12/31/2025	OCT-DEC 2025 CNG STATE FUEL TAX		$31.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$26.35			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1.02			
	426 - Transit			426.11000 (Cash)		$3.16			
	505 - Fleet			505.11000 (Cash)		$0.47			
6150	02/02/2026	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	$927.00		
	Invoice		Date	Description		Amount			
	0054914368		12/31/2025	JAN-DEC 2025 CNG STATE FUEL TAX (BUS)		$927.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		$927.00			
Type EFT Totals:					23 Transactions		$609,531.38		
AP - Accounts Payable Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	23	$609,531.38	$0.00
	Reconciled	0	$0.00	$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Voided	0		$0.00	$0.00	
					Total	23		$609,531.38	$0.00	

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	23	$609,531.38	$0.00
		Reconciled	0	$0.00	$0.00
		Voided	0	$0.00	$0.00
		Stopped	0	$0.00	$0.00
		Total	23	$609,531.38	$0.00

Grand Totals:

	EFTs	Status	Count	Transaction Amount	Reconciled Amount
		Open	**23**	**$609,531.38**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Total	**23**	**$609,531.38**	**$0.00**

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	**23**	**$609,531.38**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**23**	**$609,531.38**	**$0.00**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
EFT									
171226	02/04/2026	Open			Accounts Payable	UMR	$83,907.28		
	Invoice		Date	Description			Amount		
	1/27-2/2/26		02/04/2026	UMR CLAIMS FOR 1/27/26-2/2/26			$83,907.28		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$83,907.28		
171227	02/05/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$5,634.50		
	Invoice		Date	Description			Amount		
	BE006920966C		02/05/2026	DELTA DENTAL CLAIMS FOR 1/23/26-1/29/26			$5,634.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$5,634.50		
171228	02/06/2026	Open			Accounts Payable	CA SDU	$2,227.82		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/06/2026	1/31/26PR-CHILD SUPPORT PAYMENT			$2,227.82		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,227.82		
171229	02/06/2026	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/06/2026	1/31/26PR-GOLDEN 1 CU			$2,897.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,897.00		
171230	02/10/2026	Open			Accounts Payable	ICMA-RC	$116,341.26		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/10/2026	1/31/26PR-ICMA			$116,341.26		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$116,341.26		
171231	02/06/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$228,517.82		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/06/2026	1/31/26PR-FEDERAL TAXES			$228,517.82		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$228,517.82		
171232	02/06/2026	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$72,686.40		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/06/2026	1/31/26PR-STATE TAXES			$72,686.40		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$72,686.40		
171233	02/06/2026	Open			Accounts Payable	T C E A	$3,098.25		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/06/2026	1/31/26PR-TCEA DUES			$3,098.25		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$3,098.25		
171234	02/11/2026	Open			Accounts Payable	TFRA	$11,040.36		
	Invoice		Date	Description			Amount		
	1/31/26PR-RHS		02/11/2026	1/31/26PR-TFRA RHS DUES			$11,040.36		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$11,040.36		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
171235	02/06/2026	Open			Accounts Payable	TMAPS	$200.00		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/06/2026	1/31/26PR-TMAPS DUES			$200.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$200.00		
171236	02/06/2026	Open			Accounts Payable	T C E A	$76.50		
	Invoice		Date	Description			Amount		
	1/31/26PR-BENEVO		02/06/2026	1/31/26PR-TCEA BENEVOLENCE DUES			$76.50		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$76.50		
171237	02/06/2026	Open			Accounts Payable	T A P O	$7,110.44		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/06/2026	1/31/26PR-TAPO DUES			$7,110.44		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$7,110.44		
171238	02/11/2026	Open			Accounts Payable	T A P O	$18,777.00		
	Invoice		Date	Description			Amount		
	1/31/26PR-RHS		02/11/2026	1/31/26PR-TAPO RHS DUES			$18,777.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$18,777.00		
171239	02/10/2026	Open			Accounts Payable	CalPERS	$380,235.14		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/10/2026	1/31/26PR-CALPERS			$380,235.14		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$380,235.14		
171240	02/11/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$8,680.40		
	Invoice		Date	Description			Amount		
	BE006931263C		02/11/2026	DELTA DENTAL CLAIMS FOR 1/30/26-2/5/26			$8,680.40		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$8,680.40		
171241	02/11/2026	Open			Accounts Payable	UMR	$91,699.80		
	Invoice		Date	Description			Amount		
	2/3-2/9/26		02/11/2026	UMR CLAIMS FOR 2/3/26-2/9/26			$91,699.80		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$91,699.80		
171242	02/18/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$7,544.46		
	Invoice		Date	Description			Amount		
	BE006934518C		02/18/2026	DELTA DENTAL CLAIMS FOR 2/6/26-2/12/26			$7,544.46		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$7,544.46		
171243	02/18/2026	Open			Accounts Payable	UMR	$416.75		
	Invoice		Date	Description			Amount		
	MAR 26 CUSTODIAL		02/18/2026	UMR MARCH 2026 CUSTODIAL AND BANKING FEE			$416.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$416.75		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
171244	02/18/2026	Open			Accounts Payable	UMR	$93,340.77		
	Invoice		Date	Description		Amount			
	2/10-2/16/26		02/18/2026	UMR CLAIMS FOR 2/10/26-2/16/26		$93,340.77			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$93,340.77			
171245	02/18/2026	Open			Accounts Payable	UMR	$163,793.31		
	Invoice		Date	Description		Amount			
	MAR26 PREM		02/18/2026	UMR MARCH 2026 HEALTH PREMIUMS		$163,793.31			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$163,793.31			
171246	02/20/2026	Open			Accounts Payable	CA SDU	$2,584.12		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-CHILD SUPPORT PAYMENT		$2,584.12			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,584.12			
171247	02/20/2026	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-GOLDEN 1 CU		$2,897.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,897.00			
171248	02/23/2026	Open			Accounts Payable	ICMA-RC	$116,493.84		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/23/2026	2/14/26PR-ICMA		$116,493.84			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$116,493.84			
171249	02/20/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$233,483.98		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-FEDERAL TAXES		$233,483.98			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$233,483.98			
171250	02/20/2026	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$74,261.61		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-STATE TAXES		$74,261.61			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$74,261.61			
171251	02/20/2026	Open			Accounts Payable	T A P O	$6,991.22		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-TAPO DUES		$6,991.22			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$6,991.22			
171252	02/20/2026	Open			Accounts Payable	T C E A	$3,078.00		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-TCEA DUES		$3,078.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,078.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
171253	02/20/2026	Open			Accounts Payable	TFRA	$6,209.04		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-TFRA DUES		$6,209.04			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$6,209.04			
171254	02/20/2026	Open			Accounts Payable	TURLOCK CITY FIRE INC	$360.00		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-FIRE INC DUES		$360.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$360.00			
171255	02/20/2026	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	$110.00		
	Invoice		Date	Description		Amount			
	2/14/26PR		02/20/2026	2/14/26PR-TURLOCK HEALTH CLUB		$110.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$110.00			
171256	02/23/2026	Open			Accounts Payable	T A P O	$18,944.70		
	Invoice		Date	Description		Amount			
	2/14/26PR-RHS		02/23/2026	2/14/26PR-TAPO RHS DUES		$18,944.70			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$18,944.70			
171257	02/20/2026	Open			Accounts Payable	T C E A	$76.00		
	Invoice		Date	Description		Amount			
	2/14/26PR-BENEVO		02/20/2026	2/14/26PR-TCEA BENEVOLENCE DUES		$76.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$76.00			
171258	02/23/2026	Open			Accounts Payable	TFRA	$11,089.85		
	Invoice		Date	Description		Amount			
	2/14/26PR-RHS		02/23/2026	2/14/26PR-TFRA RHS DUES		$11,089.85			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$11,089.85			
171259	02/23/2026	Open			Accounts Payable	UMR	($57.50)		
	Invoice		Date	Description		Amount			
	JAN26 OSR REFUND		02/23/2026	JANUARY 2026 OSR REFUND		($57.50)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($57.50)			
171260	02/25/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$7,452.30		
	Invoice		Date	Description		Amount			
	BE006951428C		02/25/2026	DELTA DENTAL CLAIMS FOR 2/13/26-2/19/26		$7,452.30			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$7,452.30			
171261	02/25/2026	Open			Accounts Payable	UMR	$102,933.96		
	Invoice		Date	Description		Amount			
	2/17-2/23/26		02/25/2026	UMR CLAIMS FOR 2/17/26-2/23/26		$102,933.96			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$102,933.96			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
171262	02/26/2026	Open			Accounts Payable	CalPERS	$381,194.92		
	Invoice		Date	Description			Amount		
	2/14/26PR		02/26/2026	2/14/26PR-CALPERS			$381,194.92		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$381,194.93		
	110 - General Fund			110.11000 (Cash)			($0.01)		
171263	02/25/2026	Open			Accounts Payable	UMR	($2,008.34)		
	Invoice		Date	Description			Amount		
	JAN26 COBRA REF		02/25/2026	UMR JANUARY 2026 COBRA REFUND			($2,008.34)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($2,008.34)		
171264	02/25/2026	Open			Accounts Payable	UMR	($15,846.46)		
	Invoice		Date	Description			Amount		
	JAN26 RET REF		02/25/2026	UMR JANUARY 2026 RETIREE REFUND			($15,846.46)		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			($15,846.46)		
171265	02/27/2026	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	$20,647.44		
	Invoice		Date	Description			Amount		
	MAR 2026		02/27/2026	LTD AND LIFE INSURANCE - MARCH 2026			$20,647.44		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$20,647.44		
171266	02/25/2026	Open			Accounts Payable	CalPERS	$31,153.24		
	Invoice		Date	Description			Amount		
	12/6/25PR-HOL		02/25/2026	12/6/25PR-CALPERS-PD HOLIDAY CASH OUTS (CLASSIC)			$31,153.24		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$31,171.86		
	110 - General Fund			110.11000 (Cash)			($15.63)		
	118 - Measure A - General			118.11000 (Cash)			($2.99)		
171267	02/25/2026	Open			Accounts Payable	CalPERS	$50,888.94		
	Invoice		Date	Description			Amount		
	12/6/25PR-HOL2		02/25/2026	12/6/25PR-CALPERS-PD HOLIDAY CASH OUTS (PEPRA)			$50,888.94		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$51,239.48		
	110 - General Fund			110.11000 (Cash)			($324.70)		
	118 - Measure A - General			118.11000 (Cash)			($25.84)		
171268	02/28/2026	Open			Accounts Payable	Optum Bank, Inc.	$22,825.04		
	Invoice		Date	Description			Amount		
	1/31/26PR		02/06/2026	1/31/26PR-HSA EE & ER			$11,412.52		
	2/14/26PR		02/20/2026	2/14/26PR-HSA EE & ER			$11,412.52		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$22,825.04		
Type EFT Totals:					43 Transactions		$2,373,988.16		
PR - Payroll Account Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount

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From Payment Date: 2/1/2026 - To Payment Date: 2/28/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	43	$2,373,988.16		$0.00	
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Total	43	$2,373,988.16		$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	43	$2,373,988.16	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	43	$2,373,988.16	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**43**	**$2,373,988.16**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**43**	**$2,373,988.16**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**43**	**$2,373,988.16**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**43**	**$2,373,988.16**	**$0.00**

INVESTMENT AND CASH REPORT FOR MAY 31, 2026

CURRENT INVESTMENT AND CASH BALANCE

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

Invested Cash	$	314,442,400.46
Demand Deposits	$	5,861,367.10
(excludes outstanding items)		
Total Cash and Investments	$	320,303,767.56

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

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

COMPLIANCE WITH INVESTMENT POLICY

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

Prepared by: Jamie Gomes, Accountant III

Jamie Gomes — 06/16/2026

Signature — Date Signed

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

Michael Abram — 06/16/2026

Signature — Date Signed

Updated: June 16, 2026

CITY OF TURLOCK

Schedule of Investments - As of May 31, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Local Agency Investment Fund (LAIF)	$ 10,358,595.60	$ 10,358,595.60	n/a	3.810%	n/a	n/a	$ 10,358,595.60	Quarterly
Total LAIF	**10,358,595.60**	**10,358,595.60**					**10,358,595.60**	
California Asset Management Program (CAMP)	24,192,665.98	24,192,665.98	n/a	3.760%	n/a	n/a	$ 24,192,665.98	Monthly
Total CAMP	**24,192,665.98**	**24,192,665.98**					**24,192,665.98**	
DEMAND DEPOSITS:								
West America Bank Daily Receipts (unreconciled)	5,421,758.18	5,421,758.18	n/a	n/a	n/a	n/a	5,421,758.18	monthly
Petty Cash	7,880.00	7,880.00	n/a	n/a	n/a	n/a	7,880.00	n/a
Charles Schwab	431,728.92	431,728.92	n/a	3.323%	n/a	n/a	431,728.92	n/a
Total Demand Deposits	**5,861,367.10**	**5,861,367.10**					**5,861,367.10**	
CERTIFICATES OF DEPOSIT:								
Valley Natl Bk Wayne	245,000.00	245,000.00	n/a	4.600%	4/2/24	4/2/27	246,343.09	Monthly
Owen County St Bk Spencer Ind	248,000.00	248,000.00	n/a	5.100%	10/31/23	10/29/27	251,986.35	Monthly
JPMorgan Chase Bank	249,000.00	250,000.00	4.400%	4.488%	3/3/25	1/16/30	249,635.50	Jan & July
Total Certificates of Deposit	**742,000.00**	**743,000.00**					**747,964.94**	
MONEY MARKET AND MUTUAL FUNDS								
WestAmerica Bank-MM	8,367,549.24	8,367,549.24	n/a	3.510%	10/23/23	open	8,367,549.24	monthly
	8,367,549.24	**8,367,549.24**					**8,367,549.24**	
U.S. TREASURIES:								
US Treasury Note	1,791,406.25	2,000,000.00	0.750%	3.602%	6/16/22	5/31/26	2,000,000.00	May & Nov
US Treasury Note	978,398.44	1,000,000.00	4.125%	5.001%	10/19/23	6/15/26	3,000,000.00	Jun & Dec
US Treasury Note	1,997,656.25	2,000,000.00	4.125%	4.176%	2/6/24	6/15/26		Jun & Dec
US Treasury Note	970,781.25	1,000,000.00	0.875%	1.564%	2/3/22	6/30/26	997,695.30	Jun & Dec
US Treasury Note	1,982,187.50	2,000,000.00	4.500%	4.843%	10/3/23	7/15/26	2,001,718.60	Jan & July
US Treasury Note	1,918,750.00	2,000,000.00	0.625%	1.565%	2/3/22	7/31/26	1,989,765.60	Jan & July
US Treasury Note	1,845,000.00	2,000,000.00	1.625%	3.590%	6/16/22	9/30/26	1,986,093.60	March & Sept
US Treasury Note	2,018,664.38	2,000,000.00	4.625%	4.021%	3/3/25	10/15/26	2,006,093.60	Apr & Oct
US Treasury Note	1,788,671.88	2,000,000.00	1.125%	4.068%	11/29/22	10/31/26	1,977,968.60	Apr & Oct
US Treasury Note	SOLD	SOLD	1.500%	4.924%	10/19/23	1/31/27	SOLD	Jan & July
US Treasury Note	SOLD	SOLD	2.500%	4.717%	10/3/23	3/31/27	SOLD	March & Sept
US Treasury Note	1,859,687.50	2,000,000.00	2.625%	4.735%	10/3/23	5/31/27	1,975,312.40	May & Nov
US Treasury Note	1,964,375.00	2,000,000.00	3.250%	3.691%	2/3/23	6/30/27	1,986,171.80	Jun & Dec
US Treasury Note	962,187.50	1,000,000.00	2.750%	3.671%	2/3/23	7/31/27	986,679.60	Jan & July
US Treasury Bond	2,223,125.00	2,000,000.00	6.375%	3.680%	2/3/23	8/15/27	2,052,812.40	Feb & Aug
US Treasury Note	2,004,687.50	2,000,000.00	4.125%	4.062%	7/25/23	9/30/27	2,004,609.20	March & Sept
US Treasury Note	2,005,312.50	2,000,000.00	4.125%	4.055%	7/25/23	10/31/27	2,004,375.00	Apr & Oct
US Treasury Note	954,531.25	1,000,000.00	3.500%	4.672%	10/3/23	1/31/28	992,187.50	Jan & July
US Treasury Note	1,947,500.00	2,000,000.00	4.000%	4.665%	10/3/23	2/29/28	2,000,156.20	Feb & Aug
US Treasury Note	1,714,062.50	2,000,000.00	1.250%	4.863%	10/19/23	3/31/28	1,903,593.60	March & Sept
US Treasury Note	1,959,375.00	2,000,000.00	3.500%	4.026%	2/6/24	4/30/28	1,981,562.40	Apr & Oct
US Treasury Note	1,968,906.25	2,000,000.00	3.625%	4.020%	2/6/24	5/31/28	1,985,390.60	May & Nov
US Treasury Note	1,704,687.50	2,000,000.00	1.250%	4.860%	10/19/23	5/31/28	1,894,921.80	May & Nov
US Treasury Note	2,997,187.50	3,000,000.00	3.875%	3.989%	5/15/26	7/15/28	2,991,327.90	Jan & July
US Treasury Note	1,703,437.50	2,000,000.00	1.000%	4.528%	11/13/23	7/31/28	3,752,187.20	Jan & July

CITY OF TURLOCK

Schedule of Investments - As of May 31, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
US Treasury Note	1,755,078.13	2,000,000.00	1.000%	4.012%	2/6/24	7/31/28		Jan & July
US Treasury Note	1,761,250.00	2,000,000.00	1.125%	4.014%	2/6/24	8/31/28	1,876,484.20	Feb & Aug
US Treasury Note	2,008,125.00	2,000,000.00	4.375%	4.272%	3/28/24	8/31/28	2,014,921.80	Feb & Aug
US Treasury Note	2,014,375.00	2,000,000.00	4.625%	4.440%	5/28/24	9/30/28	2,026,328.00	March & Sept
US Treasury Note	2,050,000.00	2,000,000.00	4.875%	4.269%	3/28/24	10/31/28	2,038,203.00	Apr & Oct
US Treasury Note	1,905,625.00	2,000,000.00	3.125%	4.258%	3/28/24	11/15/28	1,957,656.20	May & Nov
US Treasury Note	501,386.72	500,000.00	4.375%	4.294%	2/5/25	11/30/28	504,003.90	May & Nov
US Treasury Note	3,996,250.00	4,000,000.00	3.500%	3.534%	2/12/26	12/15/28	3,948,437.20	Jun & Dec
US Treasury Note	1,754,062.50	2,000,000.00	1.375%	4.257%	3/28/24	12/31/28	1,870,390.60	Jun & Dec
US Treasury Note	1,965,000.00	2,000,000.00	4.000%	4.417%	5/28/24	1/31/29	1,997,656.20	Jan & July
US Treasury Note	1,848,437.50	2,000,000.00	2.625%	4.422%	5/28/24	2/15/29	3,855,000.00	Feb & Aug
US Treasury Note	1,863,984.38	2,000,000.00	2.625%	4.250%	6/20/24	2/15/29		Feb & Aug
US Treasury Note	1,834,687.50	2,000,000.00	2.375%	4.320%	7/3/24	3/31/29	1,911,171.80	March & Sept
US Treasury Note	1,975,000.00	2,000,000.00	4.125%	4.413%	5/28/24	3/31/29	2,003,750.00	March & Sept
US Treasury Note	1,997,343.75	2,000,000.00	4.250%	4.280%	7/3/24	6/30/29	2,010,781.20	Jun & Dec
US Treasury Note	1,973,281.26	2,000,000.00	4.000%	4.332%	2/10/25	7/31/29	4,989,843.50	Jan & July
US Treasury Note	2,992,851.57	3,000,000.00	4.000%	4.030%	5/15/26	7/31/29		Jan & July
US Treasury Note	1,900,011.30	2,000,000.00	3.125%	4.348%	2/10/25	8/31/29	1,942,734.20	Feb & Aug
US Treasury Note	3,947,343.75	4,000,000.00	3.625%	3.968%	6/23/25	8/31/29	3,945,624.80	Feb & Aug
US Treasury Note	1,956,560.00	2,000,000.00	3.875%	4.400%	2/19/25	9/30/29	1,987,890.60	March & Sept
US Treasury Note	6,029,296.86	6,000,000.00	4.125%	4.003%	5/30/25	10/31/29	6,007,500.00	Apr & Oct
US Treasury Note	1,970,500.00	2,000,000.00	4.000%	4.348%	2/10/25	10/31/29	1,994,921.80	Apr & Oct
US Treasury Note	1,958,940.00	2,000,000.00	3.875%	4.352%	2/10/25	11/30/29	1,986,406.20	May & Nov
US Treasury Note	1,947,109.38	2,000,000.00	3.875%	4.473%	1/8/25	12/31/29	3,971,250.00	Jun & Dec
US Treasury Note	1,934,760.00	2,000,000.00	3.875%	4.618%	1/14/25	12/31/29		Jun & Dec
US Treasury Note	1,963,111.78	2,000,000.00	3.500%	3.929%	5/5/25	1/31/30	5,879,530.80	Jan & July
US Treasury Note	3,897,880.00	4,000,000.00	3.500%	4.109%	6/9/25	1/31/30		Jan & July
US Treasury Note	2,002,578.12	2,000,000.00	4.000%	3.968%	7/18/25	2/28/30	1,993,515.60	Feb & Aug
US Treasury Note	1,974,920.00	2,000,000.00	3.625%	3.908%	5/7/25	3/31/30	1,966,562.40	March & Sept
US Treasury Note	5,856,562.50	6,000,000.00	3.500%	4.040%	5/30/25	4/30/30	5,869,921.80	Apr & Oct
US Treasury Note	1,964,977.56	2,000,000.00	3.750%	4.139%	5/22/25	5/31/30	1,973,906.20	May & Nov
US Treasury Note	1,991,718.76	2,000,000.00	3.750%	3.842%	6/30/25	6/30/30	1,972,578.00	
US Treasury Note	1,973,437.50	2,000,000.00	3.875%	4.222%	5/18/26	7/31/30	1,981,875.00	Jan & July
US Treasury Note	1,985,460.00	2,000,000.00	3.500%	3.662%	12/31/25	11/30/30	1,948,984.20	May & Nov
Total U.S. Treasuries	**120,712,484.27**	**124,500,000.00**					**122,898,452.10**	
U.S. AGENCY SECURITIES:								
FFCB (Federal Farm Credit Bank)	1,987,672.00	2,000,000.00	4.375%	4.700%	6/20/24	6/23/26	2,000,636.00	June & Dec
FFCB (Federal Farm Credit Bank)	957,212.00	1,000,000.00	0.600%	1.580%	2/3/22	8/18/26	993,130.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	1,004,300.00	1,000,000.00	4.875%	4.664%	7/3/24	8/28/26	1,002,653.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,344,629.43	2,358,000.00	4.750%	4.960%	10/3/23	9/1/26	2,363,036.69	March & Sept
FFCB (Federal Farm Credit Bank)	2,977,740.00	3,000,000.00	3.625%	3.841%	2/3/23	10/26/26	2,988,855.00	Apr & Oct
FHLB (Federal Home Loan Bank)	1,047,690.00	1,000,000.00	2.625%	1.600%	2/3/22	12/11/26	993,458.00	June & Dec
FHLB (Federal Home Loan Bank)	983,617.00	1,000,000.00	1.250%	1.600%	2/3/22	12/21/26	985,687.00	June & Dec
TVA (Tennessee Valley Authority)	1,907,880.00	2,000,000.00	2.875%	4.300%	7/25/23	2/1/27	1,985,282.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	2,003,580.00	2,000,000.00	4.500%	4.435%	3/28/24	3/26/27	2,009,170.00	March & Sept
FFCB (Federal Farm Credit Bank)	1,903,352.00	2,000,000.00	2.875%	4.282%	7/25/23	4/26/27	1,981,600.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	1,999,930.00	2,000,000.00	4.500%	4.500%	6/20/24	5/20/27	2,010,722.00	May & Nov

CITY OF TURLOCK

Schedule of Investments - As of May 31, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
FHLB (Federal Home Loan Bank)	1,995,276.00	2,000,000.00	4.125%	4.190%	7/25/23	6/11/27	2,003,676.00	June & Dec
FHLB (Federal Home Loan Bank)	5,000,000.00	5,000,000.00	3.600%	3.600%	2/12/26	8/12/27	4,976,395.00	
FFCB (Federal Farm Credit Bank)	1,996,124.00	2,000,000.00	4.625%	4.679%	11/15/23	11/15/27	2,017,304.00	May & Nov
FHLB (Federal Home Loan Bank)	1,818,046.00	2,000,000.00	2.500%	4.956%	10/19/23	12/10/27	1,955,574.00	June & Dec
FHLB (Federal Home Loan Bank)	1,986,000.00	2,000,000.00	4.250%	4.471%	7/3/24	12/10/27	2,006,842.00	June & Dec
FHLB (Federal Home Loan Bank)	1,878,638.00	2,000,000.00	3.250%	4.708%	10/3/23	6/9/28	3,937,992.00	June & Dec
FHLB (Federal Home Loan Bank)	1,916,302.00	2,000,000.00	3.250%	4.420%	7/3/24	6/9/28		June & Dec
FHLB (Federal Home Loan Bank)	3,000,000.00	3,000,000.00	4.000%	4.000%	8/14/25	8/14/28	2,993,517.00	Feb & Aug
FFCB (Federal Farm Credit Bank)	3,000,000.00	3,000,000.00	4.070%	4.069%	8/29/25	8/21/28	2,988,375.00	Feb & Aug
FNMA (Fannie Mae)	3,750,000.00	3,750,000.00	4.000%	4.000%	9/26/25	9/25/28	3,731,152.50	March & Sept
FFCB (Federal Farm Credit Bank)	2,005,680.00	2,000,000.00	4.625%	4.561%	11/13/23	11/13/28	2,026,322.00	May & Nov
FFCB (Federal Farm Credit Bank)	2,026,700.00	2,000,000.00	4.750%	4.444%	5/28/24	4/30/29	2,036,706.00	Apr & Oct
FNMA (Fannie Mae)	2,159,700.00	2,000,000.00	6.250%	4.439%	5/28/24	5/15/29	4,241,072.00	May & Nov
FNMA (Fannie Mae)	2,174,240.00	2,000,000.00	6.250%	4.261%	6/20/24	5/15/29		May & Nov
FHLB (Federal Home Loan Bank)	2,031,170.00	2,000,000.00	4.625%	4.271%	6/20/24	6/8/29	2,029,838.00	June & Dec
FFCB (Federal Farm Credit Bank)	1,398,250.00	1,398,000.00	4.470%	4.465%	7/18/25	3/5/30	1,395,332.62	March & Sept
FHLMC (Freddie Mac)	2,001,584.00	2,000,000.00	4.500%	4.480%	7/21/25	5/23/30	1,997,230.00	May & Nov
FHLB (Federal Home Loan Bank)	2,002,750.00	2,000,000.00	4.320%	4.288%	7/21/25	7/1/30	1,988,830.00	Jan & July
FHLMC (Freddie Mac)	5,000,000.00	5,000,000.00	4.050%	4.050%	2/13/26	8/13/30	4,941,130.00	
FNMA (Fannie Mae)	2,000,000.00	2,000,000.00	3.800%	3.800%	2/26/26	8/26/30	1,960,754.00	
FHLB (Federal Home Loan Bank)	2,750,000.00	2,750,000.00	4.000%	4.000%	9/26/25	9/11/30	2,712,072.00	March & Sept
FFCB (Federal Farm Credit Bank)	1,998,750.00	2,000,000.00	4.120%	4.134%	10/22/25	10/21/30	1,976,790.00	Apr & Oct
FFCB (Federal Farm Credit Bank)	2,000,050.00	2,000,000.00	3.870%	3.869%	11/26/25	11/18/30	1,959,382.00	May & Nov
FHLMC (Freddie Mac)	999,600.00	1,000,000.00	4.070%	4.078%	1/30/26	12/17/30	985,191.00	Jan & July
FNMA (Fannie Mae)	999,500.00	1,000,000.00	4.000%	4.011%	1/30/26	1/21/31	985,256.00	Jan & July
FNMA (Fannie Mae)	999,900.00	1,000,000.00	4.000%	4.002%	1/30/26	1/28/31	985,420.00	Jan & July
FHLMC (Freddie Mac)	8,000,000.00	8,000,000.00	4.500%	4.500%	5/28/26	5/28/31	7,990,600.00	
Total U.S. Agencies	**86,005,862.43**	**86,256,000.00**					**86,136,982.81**	
CORPORATE NOTES/BONDS								
Microsoft Corp	1,930,730.00	2,000,000.00	3.300%	4.210%	11/29/22	2/6/27	1,990,874.00	Feb & Aug
Apple Inc	1,905,342.00	2,000,000.00	3.000%	4.100%	2/3/23	11/13/27	1,973,030.00	May & Nov
Stanford University	483,500.00	500,000.00	3.089%	3.975%	4/7/25	5/1/29	482,833.50	May & Nov
Walmart Inc	480,800.00	500,000.00	3.250%	4.225%	3/3/25	7/8/29	488,015.00	Jan & July
Citibank, N.A.	2,025,000.00	2,000,000.00	4.838%	4.422%	3/31/26	8/6/29	2,024,974.00	Feb & Aug
Apple Inc	457,305.00	500,000.00	2.200%	4.298%	3/3/25	9/11/29	941,096.00	March & Sept
Apple Inc	462,565.00	500,000.00	2.200%	4.064%	4/7/25	9/11/29		March & Sept
State Street Bank	508,360.00	500,000.00	4.782%	4.354%	7/18/25	11/23/29	507,081.00	May & Nov
Johnson & Johnson	203,038.00	200,000.00	4.700%	4.358%	3/3/25	3/1/30	1,524,894.00	March & Sept
Johnson & Johnson	507,245.00	500,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept
Johnson & Johnson	304,375.00	300,000.00	4.700%	4.358%	3/3/25	3/1/30		March & Sept
Johnson & Johnson	512,700.00	500,000.00	4.700%	4.121%	4/7/25	3/1/30		March & Sept
Berkshire Hathaway	445,150.00	500,000.00	1.850%	4.333%	3/28/25	3/12/30	917,542.00	March & Sept
Berkshire Hathaway	450,355.00	500,000.00	1.850%	4.094%	4/7/25	3/12/30		March & Sept
President & Fellows	2,044,490.00	2,000,000.00	4.887%	4.374%	5/7/25	3/15/30	2,040,876.00	March & Sept
NVIDIA CORP	2,760,510.00	2,900,000.00	2.850%	4.192%	4/29/26	4/1/30	2,749,893.10	Apr & Oct
Visa Inc.	450,190.00	500,000.00	2.050%	4.368%	6/23/25	4/15/30	919,603.00	Apr & Oct
Visa Inc.	452,260.00	500,000.00	2.050%	4.297%	7/18/25	4/15/30		Apr & Oct

CITY OF TURLOCK

Schedule of Investments - As of May 31, 2026

INVESTMENT DETAIL	Cost	Par	Coupon Rate	YIELD	Purchase Date	Maturity Date	Market	When Interest Paid
Yale University	1,738,810.00	2,000,000.00	1.482%	4.422%	4/15/25	4/15/30	1,798,450.00	
Costco Wholesale Corp	1,813,340.00	2,000,000.00	1.600%	4.199%	5/14/26	4/20/30	1,812,774.00	Apr & Oct
Walmart Inc	500,840.00	500,000.00	4.350%	4.311%	5/30/25	4/28/30	502,310.50	Apr & Oct
BlackRock, Inc.	457,665.00	500,000.00	2.400%	4.355%	6/24/25	4/30/30	927,810.00	Apr & Oct
BlackRock, Inc.	459,625.00	500,000.00	2.400%	4.266%	6/30/25	4/30/30		Apr & Oct
Chevron	452,255.00	500,000.00	2.236%	4.432%	6/23/25	5/11/30	923,763.00	May & Nov
Chevron	453,650.00	500,000.00	2.236%	4.393%	7/18/25	5/11/30		May & Nov
Alphabet Inc	494,545.00	500,000.00	4.000%	4.245%	5/30/25	5/15/30	494,201.50	May & Nov
Novartis Capital Cor	907,950.00	1,000,000.00	2.200%	4.618%	5/20/26	8/14/30	914,621.00	Feb & Aug
Automatic Data Processing Inc	879,300.00	1,000,000.00	1.250%	4.360%	5/14/26	9/1/30	878,570.00	March & Sept
Meta Platforms Inc	992,500.00	1,000,000.00	4.200%	4.383%	4/29/26	11/15/30	1,972,358.00	May & Nov
Meta Platforms Inc	987,500.00	1,000,000.00	4.200%	4.510%	5/14/26	11/15/30		May & Nov
Alphabet Inc	2,009,580.00	2,000,000.00	4.100%	3.992%	2/23/26	2/15/31	1,971,328.00	Feb & Aug
Eli Lilly and Co	493,675.00	500,000.00	4.250%	4.544%	5/18/26	3/15/31	495,715.00	March & Sept
The Procter & Gamble	445,975.00	500,000.00	1.950%	4.412%	5/18/26	4/23/31	447,518.00	Apr & Oct
Eli Lilly and Co	987,320.00	1,000,000.00	4.375%	4.662%	5/20/26	5/20/31	1,983,912.00	
Eli Lilly and Co	493,805.00	500,000.00	4.375%	4.656%	5/20/26	5/20/31		
Eli Lilly and Co	493,415.00	500,000.00	4.375%	4.673%	5/20/26	5/20/31		
Total Corporate Notes/Bonds	**31,445,665.00**	**32,900,000.00**					**31,684,042.60**	
HELD WITH TRUSTEE								
Money Market - US Bank - Roads Bond	22,559,135.55	22,559,135.55	n/a	3.110%	1/31/25	open	22,559,135.55	monthly
US Treasury Note - US Bank - Roads Bond	10,058,442.39	10,000,000.00	4.500%	4.490%	7/30/25	7/15/26	10,009,200.00	Jan & July
Total Held with Trustee	**32,617,577.94**	**32,559,135.55**					**32,568,335.55**	
TOTAL INVESTMENTS	**$ 314,442,400.46**	**$ 319,876,946.37**					**$ 316,954,588.82**	
TOTAL INVESTMENTS AND DEMAND DEPOSITS	**320,303,767.56**	**325,738,313.47**					**322,815,955.92**	

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

City Council Staff Report

June 23, 2026

From:	Will Richards, Acting Municipal Services Director
Prepared by:	Charlotte Calvario, Engineering Project Coordinator
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 24-042 “Senior Center Roof & HVAC Replacement” and authorizing the City Engineer to file a Notice of Completion.

2. NARRATIVE:

The Turlock Senior Center roof system, particularly the flat roof area, has experienced ongoing deterioration and water intrusion during recent rainy seasons. While temporary repairs were previously completed to mitigate immediate leaks, the roof had reached the end of its service life and required full replacement to prevent continued damage to the facility. Additionally, several rooftop HVAC units serving the building were aging and nearing the end of their useful lives, resulting in increased maintenance needs and reduced reliability.

On September 9, 2025, the City Council approved an agreement in the amount of $272,000 with Pacific Polymers Inc., of Herald, California for construction of City Project No. 24-042 “Senior Center Roof & HVAC Replacement.” This project included removal and replacement of the existing flat roof system and the replacement of three rooftop HVAC units to help ensure the facility remains safe, dry, and comfortable for the seniors and community members who rely on the Senior Center.

All work has been completed per the contract documents. City staff requests Council's approval of authorization for the City Engineer to file a Notice of Completion.

Change Order Summary:

	Amount	Approval Date
Original Contract	$272,000.00	September 9, 2025
Change Order No. 1	$11,455.00	February 12, 2026
Change Order No. 2	$3,026.00	March 2, 2026
Change Order No. 3	-$12,509.00	May 26, 2026
Adjusted Total Contract	$273,972.00	

A contingency amount for change orders in the amount of $27,200 (10%) was approved with award of the construction agreement. All change orders were approved by the City Engineer in conformance with the City's change order policy outlined in Resolution No. 2025-007.

A summary of work included in contract change orders is provided below.

- Contract Change Order 1 includes a fully tapered slope solution for the entirety of the

roof. The project specifications required only minor tapers along low points. This change was recommended for the entire flat roof to have a tapered slope to allow for water to drain more completely and reduce the risk of future leaks.

- Contract Change Order 2 includes the installation of new flat roof drains as the existing were deteriorated.
- Contract Change Order 3 includes a credit to reconcile the remaining bid allowance for repairs as well as assess delay damages for seven (7) working days past the Substantial Completion due date.

3. FISCAL IMPACT / BUDGET AMENDMENT:

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

Fund 258 “Housing Stimulus Funds” general ledger account number 258-41-498.47218_002 “Public Improvements Senior Center” is the designated account for all project expenses during the construction phase in Fiscal Year 2025-26.

The total project costs are presented in the table below.

Preliminary Engineering -City Engineering	$	47,080.74
Adjusted Construction Contract -Pacific Polymers Inc.	$	273,972.00
Building Permit Fee	$	2,217.16
Construction Engineering -City Engineering	$	19,115.56
Miscellaneous expenses	$	1,279.00
Total Project Costs	$	343,664.46

There is adequate funding remaining in the project's general ledger account number for remaining expenses and no additional funds are necessary or requested to be appropriated at this time.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

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

6. ATTACHMENTS:

1. Notice of Completion
2. Final Quantities

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
OFFICE OF THE CITY CLERK
156 S. BROADWAY, SUITE 230
TURLOCK, CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 24-042
SENIOR CENTER ROOF & HVAC REPLACEMENT

Notice is hereby given that work on the above-referenced project located at 1191 Cahill St. Turlock CA 95380 was completed by the undersigned agency on June 23rd, 2026. The contractor of work is Pacific Polymers Inc. of Herald, California, 95638 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature- William D. Morris, P.E., City Engineer, Owner's Agent),
City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

_____
WILLIAM D. MORRIS, P.E.
CITY ENGINEER
OWNER'S AGENT

Executed on June 24th, 2026 at Turlock, California, Stanislaus County

FINAL QUANTITIES

City Project No: 24-042
Project Title: Senior Center Roof & HVAC Replacement

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization & Demobilization	LS	$ 2,000.00	1.00	$ 2,000.00	1.00	$ 2,000.00	$ -
2	Roof Demolition	LS	$ 9,000.00	1.00	$ 9,000.00	1.00	$ 9,000.00	$ -
3	Allowance for Repairs	ALLOW	$ 10,000.00	0.74	$ 7,400.00	1.00	$ 10,000.00	$ (2,600.00)
4	Flat Roof Replacement - 60 mil PVC	LS	$ 136,000.00	1.00	$ 136,000.00	1.00	$ 136,000.00	$ -
5	Remove miscellaneous roof appurtenances	LS	$ 1,000.00	1.00	$ 1,000.00	1.00	$ 1,000.00	$ -
6	Roof Walkway Pads	LS	$ 1,000.00	1.00	$ 1,000.00	1.00	$ 1,000.00	$ -
7	Senior Center HVAC Unit 1 - 7.5 Ton (East Side)	LS	$ 18,000.00	1.00	$ 18,000.00	1.00	$ 18,000.00	$ -
8	Senior Center HVAC Unit 1 - 7.5 Ton (West Side)	LS	$ 18,000.00	1.00	$ 18,000.00	1.00	$ 18,000.00	$ -
9	Senior Center HVAC Unit1 - 3.5 Ton (East Side)	LS	$ 18,000.00	1.00	$ 18,000.00	1.00	$ 18,000.00	$ -
10	Senior Center - MAU Evaporative Cooler	LS	$ 18,000.00	1.00	$ 18,000.00	1.00	$ 18,000.00	$ -
11	Mechanical Equipment Screening	LS	$ 18,000.00	1.00	$ 18,000.00	1.00	$ 18,000.00	$ -
12	Roof Curbs for HVAC	LS	$ 2,000.00	1.00	$ 2,000.00	1.00	$ 2,000.00	$ -
13	All other work not included in other bid items	LS	$ 1,000.00	1.00	$ 1,000.00	1.00	$ 1,000.00	$ -
14	Additive Bid Alternate - KEE in lieu of 60 mil PVC	LS	$ 20,000.00	1.00	$ 20,000.00	1.00	$ 20,000.00	$ -
	SUB-TOTAL CONTRACT ITEMS =				**$ 269,400.00**		**$ 272,000.00**	**$ (2,600.00)**
C.O. #	***CHANGE ORDERS***							
1.1	Tapered Solution	LS	$ 11,455.00	1.00	$ 11,455.00	0	$ -	$ 11,455.00
2.1	Roof Drains	LS	$ 3,026.00	1.00	$ 3,026.00	0	$ -	$ 3,026.00
3.1	Adjustment for Allowance Total	LS	$ 591.00	1.00	$ 591.00	0	$ -	$ 591.00
3.2	Delay Damages	LS	$ (10,500.00)	1.00	$ (10,500.00)	0	$ -	$ (10,500.00)
	SUB-TOTAL CHANGE ORDER ITEMS =				**$ 4,572.00**		**$ -**	**$ 4,572.00**
	TOTAL PROJECT =				**$ 273,972.00**		**$ 272,000.00**	**$ 1,972.00**

City Council Staff Report

June 23, 2026

From:	Will Richards, Acting Municipal Services Director
Prepared by:	Oscar Molina, Assistant Engineer
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 24-036 "Renovations at Senior Center and Marty Yerby Recreational Facility" and authorizing the City Engineer to file a Notice of Completion.

2. NARRATIVE:

On October 28, 2025, City Council awarded an agreement with New Century Construction, Inc of Turlock, California for construction of City Project No. 24-036 "Renovations at Senior Center and Marty Yerby Recreational Facility". The purpose of this project is to improve restrooms and building accessibility at both the Senior Center and the Marty Yerby Recreational Facility.

The main elements of the scope of work for this project consist of:

Senior Center

- Remove and replace all exterior doors and frames with new hollow metal doors and frames
- Provide an automatic door opener at two of the building entrances to allow access in accordance with the Americans with Disabilities Act (ADA)
- Install touchless faucets and toilets in the restrooms
- Remove and replace an existing drinking fountain

Marty Yerby Recreational Facility

- Remove all Fiber Reinforced Plastic (FRP) wall treatments in the restrooms and install tile on walls and floors
- Remove and replace all restroom plumbing fixtures with touchless style fixtures
- Remove stall partitions and convert the male and female restrooms into two unisex restrooms to allow for access in accordance with ADA
- Modify the existing front door entrance to provide an automatic door opener to allow access in accordance with ADA
- Install new lighting, lighting controls, and exhaust fans in the restrooms

Change Order Summary:

	Amount	Approval Date
Original Contract	$141,400.00	10/28/2025
Change Order No. 01	$4,350.00	12/11/2025

Change Order No. 02	$9,565.00	3/23/2026
Change Order No. 03	($3,500.00)	5/5/2026
Change Order No. 04 (Final)	$900.00	6/4/2026
Adjusted Total Contract	**$152,715.00**	

Change Orders No. 01, 02, 03, and 04 were approved by the City Engineer in accordance with the City's change order policy identified in Resolution 2025-007.

A summary of work performed by change order is provided below.

- **Change Order No. 01 - $4,350.00**
  - Fur out walls in restrooms at the Marty Yerby Facility to bring the grab bars closer to toilets to meet ADA requirements. Due to the configuration of the concrete slab and plumbing system in the Marty Yerby Facility, toilets could not be re-plumbed as planned to be located closer to walls.
  - Provide temporary restroom facilities to accommodate events held at the Senior Center during the construction phase.
- **Change Order No. 02 - $9,565.00**
  - Reconfigure three doors to swing outward to improve access to the women's stalls at the Senior Center.
  - Installation of retrofitted sensors to the new toilets to reduce touch points.
  - Swapping out the originally specified paper towel and soap dispensers with model that allow for bulk resupply to match other City facilities.
- **Change Order No. 03 - ($3,500.00)**
  - Final quantities adjustment consisting of a credit back to City for a bid item for painting that was not needed.
- **Change Order No. 04 - $900.00**
  - Installation of a door pull handle differing from the handle specified.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The total project costs are presented below:

Description	Cost
Preliminary Engineering *- City Staff*	$50,930.94
Adjusted Construction Contract *- New Century Construction*	$152,715.00
Construction Engineering *- City Staff*	$16,000.00
Architect Fee *- RED Inc Architects*	$27,500.00

Asbestos Survey *- Kenneth Craig Horillo*	$2,500.00
Building Permit Fee	$11,362.97
Total Project Costs	**$261,008.91**

The projects' costs above were expended as presented below:

Project costs prior to Fiscal Year 2025-2026	$55,419.64
Project costs in Fiscal Year 2025-2026	$205,589.27
Total Project Costs	**$261,008.91**

Out of the $261,008.91 costs expended in Fiscal Year 2025-26, half is expended out of Fund 258 "Housing Stimulus Funds account number 258-41-498.47218_001 "Public Improvements Marty Yerby" and the other half is expended out of Fund 258 "Housing Stimulus Funds" account number 258-41-498.47218_002 "Public Improvements Senior Center". There is adequate funding in each account number and an appropriation is not required.

4. ENVIRONMENTAL DETERMINATION:

On October 28, 2025, the City Council determined the project to be exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA guidelines as the project involves negligible or no expansion of use in the existing facilities.

5. ALTERNATIVES:

A. Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative. The project is complete, and recordation of a Notice of Completion is the appropriate and customary step to formally close out the contract and establish the statutory claim periods available to any subcontractors or suppliers who provided services under the contract.

6. ATTACHMENTS:

1. Notice of Completion
2. Final Quantities

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
OFFICE OF THE CITY CLERK
156 S. BROADWAY, SUITE 230
TURLOCK, CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 24-036
RENOVATIONS AT SENIOR CENTER AND MARTY YERBY RECREATIONAL FACILITY

Notice is hereby given that work on the above-referenced project located at 1911 Cahill Street and 600 Columbia Street within the City of Turlock, CA was completed by the undersigned agency on June 23, 2026. The contractor of work is New Century Construction, Inc, California, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature- William D. Morris, P.E., City Engineer, Owner's Agent),
City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

_____
WILLIAM D. MORRIS, P.E.
CITY ENGINEER
OWNER'S AGENT

Executed on June 24, 2026 at Turlock, California, Stanislaus County

FINAL QUANTITIES

City Project No: 24-036
Project Title: Renovations at Senior Center and Marty Yerby Recreational Facility

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
			Senior Center Bid Schedule					
1	Mobilization and Demobilization	LS	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	$ -
2	Remove Existing Improvements	LS	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	$ -
3	Hollow Metal Doors, Frames, and Hardware	EA	$ 2,700.00	6.00	$ 16,200.00	6.00	$ 16,200.00	$ -
4	Access and Actuators	EA	$ 1,500.00	2.00	$ 3,000.00	2.00	$ 3,000.00	$ -
5	Openers	EA	$ 4,500.00	2.00	$ 9,000.00	2.00	$ 9,000.00	$ -
6	Allowance - Wall Paint	ALLOW	$ 3,500.00	0.00	$ -	1.00	$ 3,500.00	$ (3,500.00)
7	Occupant Load Sign	LS	$ 1,000.00	1.00	$ 1,000.00	1.00	$ 1,000.00	$ -
8	Paint Doors	EA	$ 200.00	6.00	$ 1,200.00	6.00	$ 1,200.00	$ -
9	Mechanical - Plumbing Connections	EA	$ 1,450.00	14.00	$ 20,300.00	14.00	$ 20,300.00	$ -
10	Mechanical - Drinking Fountain	LS	$ 4,900.00	1.00	$ 4,900.00	1.00	$ 4,900.00	$ -
11	Electrical - J Box	EA	$ 850.00	2.00	$ 1,700.00	2.00	$ 1,700.00	$ -
12	Electrical - Electrical Metallic Tubing	LS	$ 4,300.00	1.00	$ 4,300.00	1.00	$ 4,300.00	$ -
13	Any Work Not Included in the Bid Items Above	LS	$ 2,000.00	1.00	$ 2,000.00	1.00	$ 2,000.00	$ -
	SUB-TOTAL CONTRACT ITEMS =				**$ 73,600.00**		**$ 77,100.00**	**$ (3,500.00)**
			Marty Yerby Bid Schedule					
1	Mobilization and Demobilization	LS	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	
2	Remove Existing Improvements	LS	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	
3	Access and Actuators	EA	$ 4,500.00	1.00	$ 4,500.00	1.00	$ 4,500.00	
4	Openers	EA	$ 4,500.00	1.00	$ 4,500.00	1.00	$ 4,500.00	
5	Wall Modification	LS	$ 10,000.00	1.00	$ 10,000.00	1.00	$ 10,000.00	
6	Occupant Load Sign	LS	$ 1,000.00	1.00	$ 1,000.00	1.00	$ 1,000.00	
7	Painting Interior Walls and Ceiling	LS	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	
8	Tile Installation	LS	$ 9,800.00	1.00	$ 9,800.00	1.00	$ 9,800.00	
9	Paint Doors	EA	$ 200.00	3.00	$ 600.00	3.00	$ 600.00	
10	Toilet Accessories and Restroom Signage	LS	$ 2,000.00	1.00	$ 2,000.00	1.00	$ 2,000.00	
11	Mechanical - Plumbing Connections	EA	$ 2,200.00	4.00	$ 8,800.00	4.00	$ 8,800.00	
12	Electrical - Electrical Metallic Tubing	LS	$ 1,250.00	1.00	$ 1,250.00	1.00	$ 1,250.00	
13	Electrical - J Box	EA	$ 850.00	1.00	$ 850.00	1.00	$ 850.00	
14	Exhaust Fans	EA	$ 1,000.00	2.00	$ 2,000.00	2.00	$ 2,000.00	
15	Any Work Not Included in the Bid Items Above	LS	$ 4,000.00	1.00	$ 4,000.00	1.00	$ 4,000.00	
	SUB-TOTAL CONTRACT ITEMS =				**$ 64,300.00**		**$ 64,300.00**	**$ -**
C.O. #	***CHANGE ORDERS***							
1	Change Order #1	LS	$ 4,350.00	1.00	$ 4,350.00			$ 4,350.00
2	Change Order #2	LS	$ 9,565.00	1.00	$ 9,565.00			$ 9,565.00
4	Change Order #4	LS	$ 900.00	1.00	$ 900.00			$ 900.00
	SUB-TOTAL CHANGE ORDER ITEMS =				**$ 14,815.00**		**$ -**	**$ 14,815.00**
	TOTAL PROJECT =				**$ 152,715.00**		**$ 141,400.00**	**$ 11,315.00**

City Council Staff Report

June 23, 2026

From:	Will Richards, Acting Municipal Services Director
Prepared by:	Janine Lee, Associate Engineer
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Accepting Improvements for City Project No. 23-040 "Water Line Replacement for 2024 Roads Program Construction" and Authorizing the City Engineer to File a Notice of Completion (Engineering)

2. NARRATIVE:

On May 14, 2024, City Council approved an agreement with United Pavement Maintenance, Inc., of Hughson, California for the construction of City Project No. 23-040 "Water Line Replacement for 2024 Roads Program Construction." Construction has been completed in accordance with the approved plans and specifications.

The purpose of City Project No. 23-040 "Water Line Replacement for 2024 Roads Program Construction" was to install new water main pipe, service laterals, and storm drain pipe prior to the rehabilitation of the asphalt concrete road segments that were part of the 2024 Roads Program Construction projects. The new water main pipes are located at various locations within the City, including:

- South Laurel Street
- El Capitan Drive
- La Linda Court
- Florence Street
- Lexington Avenue

The new storm drain pipes are located on El Capitan Drive and La Linda Court.
The main elements of the scope of work for this project consisted of:

- Install 5,780 lineal feet of PVC water main pipe and abandon the existing water main pipe in place
- Install 114 new water service laterals to customers along the alignment of the new water main pipe
- Install 1,272 lineal feet of storm drain pipe
- Install 13 new fire hydrant assemblies
- Trench restoration

Change Order Summary:

	Amount	Approval Date
Original Contract	$ 2,688,246.00	May 14, 2024
Change Order No. 1	$ 47,184.63	March 13, 2025
Change Order No. 2	$ 84,339.36	March 12, 2026
Change Order No. 3 (Final)	$ 10,551.23	May 22, 2026
Adjusted Total Contract	**$ 2,830,321.22**	

A contingency amount for change orders in the amount of $268,825 was approved with the award of the construction agreement. Change Orders No. 1 and No. 2 were approved by the City Engineer and Change Order No. 3 was approved by the City Manager in accordance with the City's change order policies identified in Resolution No. 2025-007.

Change Order No. 1 in the amount of $47,184.63 included the following:

- A credit to the City for storm drain work not required on El Capitan Drive.
- Additional work at water line connections on Florence St. due to deeper excavations than anticipated, unanticipated utility conflicts, and adjustments necessary due to improvements constructed by the Roads Program project not reflected in this project's design plans.

Change Order No. 2 in the amount of $84,339.36 included the following:

- Additional work performed at force account to lower the existing 12-in water line on Berkeley Avenue discovered to be in conflict with the proposed 18-in storm drain.
- Additional work performed at force account on S. Laurel Street and El Capitan Drive due to unforeseen utility conflicts and shallow utilities that needed to be lowered.

Change Order No. 3 (Final) in the amount of $10,551.23 included the following:

- Additional work performed at force account to perform investigation and repair work related to a leak detected on a Turlock Irrigation District (TID) pipeline crossing the new water line.
- Final quantities adjustment reconciling actual quantities placed against quantities estimated at bid time.

City staff requests Council's authorization for the City Engineer to file a Notice of Completion.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Preliminary Engineering Design *- GDR Engineering, Inc.*	$	126,375.00
Preliminary Engineering Management *- City Staff*	$	60,000.00
Original Construction Contract *- United Pavement Maintenance, Inc.*	$	2,688,246.00
Contract Change Orders	$	142,075.22
Surveying Services *- NorthStar Engineering Group, Inc.*	$	10,188.00
Materials Testing Services *- NV5, Inc.*	$	98,583.25
Construction Inspection & Project Management *- City Staff*	$	179,703.29
Total Project Cost	**$**	**3,305,170.76**

Project related expenses prior to Fiscal Year 2025-26	$	3,134,125.16
Project related expenses in Fiscal Year 2025-26	$	171,045.60
Total Project Cost	$	3,305,170.76

The total project cost is $3,305,170.76. Project expenses, including Change Order No. 3 (Final) totaling $171,045.60, are to be expended in Fiscal Year 2025-26. The account numbers for construction are billed at 90% to 420-52-551.51126 “Water Main/Waterline Replacement” and 10% to 414-51-536.51270 “Construction Project”. Adequate funds are available in each account and no appropriation is needed.

4. ENVIRONMENTAL DETERMINATION:

On May 14, 2024, the City Council determined the project to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) as the project involves replacement.

5. ALTERNATIVES:

Council could choose to deny authorizing the City Engineer to file the Notice of Completion. Staff does not recommend this alternative. The project is complete, and recordation of a Notice of Completion is the appropriate and customary step to formally close out the contract and establish the statutory claim periods available to any subcontractors or suppliers who provided services under the contract.

6. ATTACHMENTS:

1. Notice of Completion
2. Final Quantities

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

WHEN RECORDED MAIL TO:
CITY OF TURLOCK
OFFICE OF THE CITY CLERK
156 S. BROADWAY, SUITE 230
TURLOCK, CA 95380-5454

NOTICE OF COMPLETION
CITY PROJECT NO. 23-040
WATER LINE REPLACEMENT FOR 2024 ROADS PROGRAM CONSTRUCTION

Notice is hereby given that work on the above-referenced project located at various locations within the City in Turlock, California, was completed by the undersigned agency on June 23rd, 2026. The contractor of work is United Pavement Maintenance, Inc. of Hughson, California, 95326 and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

_____
(Signature- William D. Morris, P.E., City Engineer, Owner's Agent),
City of Turlock

VERIFICATION

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

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

CITY OF TURLOCK

_____
WILLIAM D. MORRIS, P.E.
CITY ENGINEER
OWNER'S AGENT

Executed on June 24th, 2026 at Turlock, California, Stanislaus County

FINAL QUANTITIES

City Project No: 23-040
Project Title: Water Line Replacement for 2024 Roads Program Construction

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization	LS	$ 42,979.00	1.00	$ 42,979.00	1.00	$ 42,979.00	$ -
2	Construction Project Sign	EA	$ 1,000.00	2.00	$ 2,000.00	2.00	$ 2,000.00	$ -
3	Traffic Control System	LS	$ 40,500.00	1.00	$ 40,500.00	1.00	$ 40,500.00	$ -
4	Pothole Existing Utilities	LS	$ 28,500.00	1.00	$ 28,500.00	1.00	$ 28,500.00	$ -
5	Remove Existing Improvements	LS	$ 20,000.00	1.00	$ 20,000.00	1.00	$ 20,000.00	$ -
6	Remove Pavement Markers	LS	$ 3,850.00	1.00	$ 3,850.00	1.00	$ 3,850.00	$ -
7	Earthwork and Grading	LS	$ 167,200.00	1.00	$ 167,200.00	1.00	$ 167,200.00	$ -
8	Shoring, Sheeting, and Bracing	LS	$ 18,000.00	1.00	$ 18,000.00	1.00	$ 18,000.00	$ -
9	4" Water Main PVC C900-07, Class 235, DR 18	LF	$ 65.00	14.00	$ 910.00	14.00	$ 910.00	$ -
10	8" Water Main PVC C900-07, Class 315, DR 14	LF	$ 155.00	397.00	$ 61,535.00	397.00	$ 61,535.00	$ -
11	8" Water Main PVC C900-07, Class 235, DR 18	LF	$ 128.00	3679.00	$ 470,912.00	4910.00	$ 628,480.00	$ (157,568.00)
12	10" Water Main PVC C900-07, Class 235, DR 18	LF	$ 150.00	24.00	$ 3,600.00	24.00	$ 3,600.00	$ -
13	12" Water Main PVC C900-07, Class 235, DR 18	LF	$ 180.00	24.00	$ 4,320.00	24.00	$ 4,320.00	$ -
14	8" Water Main PVC C900-07, Class 235, DR 14 Inside of 16" Steel Casing Pipe (Jack and Bore)	LF	$ 128.00	85.00	$ 10,880.00	85.00	$ 10,880.00	$ -
15	16" Steel Casing Pipe (Jack and Bore)	LF	$ 651.00	85.00	$ 55,335.00	85.00	$ 55,335.00	$ -
16	8" Gate Valves and Box with Lid	EA	$ 2,685.00	51.00	$ 136,935.00	51.00	$ 136,935.00	$ -
17	10" Gate Valves and Box with Lid	EA	$ 3,875.00	2.00	$ 7,750.00	2.00	$ 7,750.00	$ -
18	12" Butterfly Valves and Box with Lid	EA	$ 4,535.00	2.00	$ 9,070.00	2.00	$ 9,070.00	$ -
19	Connect to Existing Water Main	EA	$ 5,325.00	27.00	$ 143,775.00	27.00	$ 143,775.00	$ -
20	1" Water Service Lateral	EA	$ 2,350.00	112.00	$ 263,200.00	112.00	$ 263,200.00	$ -
21	1-1/2" Water Service Lateral	EA	$ 7,250.00	2.00	$ 14,500.00	2.00	$ 14,500.00	$ -
22	Fire Hydrant Assemblies	EA	$ 9,630.00	13.00	$ 125,190.00	13.00	$ 125,190.00	$ -
23	Remove Sidewalk	SF	$ 2.00	5850.00	$ 11,700.00	5850.00	$ 11,700.00	$ -
24	Remove Curb and Gutter	LF	$ 3.00	1170.00	$ 3,510.00	1170.00	$ 3,510.00	$ -
25	Paint Red Curb	LF	$ 6.60	45.00	$ 297.00	45.00	$ 297.00	$ -
26	Directional Change Box (G5)	EA	$ 885.00	38.00	$ 33,630.00	38.00	$ 33,630.00	$ -
27	Temporary Blow Off Valves (4-inch)	EA	$ 3,450.00	17.00	$ 58,650.00	17.00	$ 58,650.00	$ -
28	Install & Remove Temporary Double Check Backflow Preventer Assembly	EA	$ 6,350.00	6.00	$ 38,100.00	4.00	$ 25,400.00	$ 12,700.00
29	Abandon Existing Water Lines by Cutting and Capping	EA	$ 150.00	176.00	$ 26,400.00	176.00	$ 26,400.00	$ -
30	Abandon Existing Water Lines with Flowable Fill and Cut & Cap	LF	$ 12.00	5602.00	$ 67,224.00	5602.00	$ 67,224.00	$ -
31	Remove Existing Water Valve and Box	EA	$ 750.00	36.00	$ 27,000.00	36.00	$ 27,000.00	$ -
32	Remove Existing Fire Hydrant	EA	$ 1,875.00	6.00	$ 11,250.00	6.00	$ 11,250.00	$ -
33	Remove and Replace Existing Fence	LF	$ 200.00	19.00	$ 3,800.00	19.00	$ 3,800.00	$ -
34	Minor Concrete - Flatwork	SF	$ 14.00	5850.00	$ 81,900.00	5850.00	$ 81,900.00	$ -
35	Minor Concrete - Curb & Gutter	LF	$ 45.00	1170.00	$ 52,650.00	1170.00	$ 52,650.00	$ -
36	Grinding on Lexington Avenue	SY	$ 22.00	785.00	$ 17,270.00	785.00	$ 17,270.00	$ -
37	Hot Mix Asphalt on Lexington Avenue	TON	$ 140.00	310.00	$ 43,400.00	310.00	$ 43,400.00	$ -
38	Adjust Frames and Covers to Grade for Valve Boxes	EA	$ 750.00	61.00	$ 45,750.00	61.00	$ 45,750.00	$ -
39	Replace Existing Monument Well	EA	$ 850.00	2.00	$ 1,700.00	2.00	$ 1,700.00	$ -
40	Temporary Pavement Striping and Markings	LS	$ 5,500.00	1.00	$ 5,500.00	1.00	$ 5,500.00	$ -
41	Pavement Markings	LS	$ 13,365.00	1.00	$ 13,365.00	1.00	$ 13,365.00	$ -
42	Allowance for Irrigation Repairs	ALLOW	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	$ -
43	Allowance for Turf Restoration	ALLOW	$ 5,000.00	1.00	$ 5,000.00	1.00	$ 5,000.00	$ -
44	Allowance for Unknown Utilities	ALLOW	$ 10,000.00	1.00	$ 10,000.00	1.00	$ 10,000.00	$ -
45	Allowance for Road Section Remediation	ALLOW	$ 10,000.00	1.00	$ 10,000.00	1.00	$ 10,000.00	$ -
46	All Other Work Not Covered by Bid Items	LS	$ 10,500.00	1.00	$ 10,500.00	1.00	$ 10,500.00	$ -
47	18" Storm Drain Line	LF	$ 158.00	1272.00	$ 200,976.00	1272.00	$ 200,976.00	$ -
48	Storm Drain Manhole	EA	$ 7,250.00	7.00	$ 50,750.00	7.00	$ 50,750.00	$ -
49	Catch Basins	EA	$ 8,500.00	4.00	$ 34,000.00	4.00	$ 34,000.00	$ -
50	Abandon Existing Storm Drain	LF	$ 140.00	156.00	$ 21,840.00	156.00	$ 21,840.00	$ -
51	Remove Existing Storm Drain	LF	$ 185.00	115.00	$ 21,275.00	115.00	$ 21,275.00	$ -
	SUB-TOTAL CONTRACT ITEMS =				**$ 2,543,378.00**		**$ 2,688,246.00**	**$ (144,868.00)**

C.O. #	CHANGE ORDERS							
1.1	Final Storm Drain Drawings	LS	$ (7,194.00)	1.00	$ (7,194.00)		$ -	$ (7,194.00)
1.2	Additonal Work Required at All Tie-Ins on Florence	LS	$ 54,378.63	1.00	$ 54,378.63		$ -	$ 54,378.63
2.1	T&M Water Line Lowering at Berkeley and El Capitan	LS	$ 12,165.19	1.00	$ 12,165.19		$ -	$ 12,165.19
2.2	T&M Additional Work on S Laurel and El Capitan	LS	$ 72,174.17	1.00	$ 72,174.17		$ -	$ 72,174.17
3.1	T&M Additional Work to Repair TID Crossing	LS	$ 155,419.23	1.00	$ 155,419.23		$ -	$ 155,419.23
	SUB-TOTAL CHANGE ORDER ITEMS =				**$ 286,943.22**		**$ -**	**$ 286,943.22**
	TOTAL PROJECT =				**$ 2,830,321.22**		**$ 2,688,246.00**	**$ 142,075.22**

City Council Staff Report

June 23, 2026

From:	Will Richards, Acting Municipal Services Director
Prepared by:	Janine Lee, Associate Engineer
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Ace-High Engineering, of Brentwood, California in the amount of $50,733.00 and authorizing a construction contingency amount of $10,200.00 (20.0%)for the construction of City Project No. 25-068 "In-Plant Drain Repair" to be funded by Fund 410 "Water Quality Control".

Resolution: Determining the award of bid for the construction of City Project No. 25-068 "In-Plant Drain Repair" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

2. NARRATIVE:

The purpose of City Project No. 25-068 “In-Plant Drain Repair” is to repair the existing 24-inch sewer line located within the City’s wastewater treatment plant overflow pond to restore full functionality and prevent leakage.

The main elements of the scope of work for this project consist of:

- Excavation and exposure of the existing sewer line
- Placement of a concrete collar around the pipe
- Backfill and restoration of the disturbed area

Due to the estimated construction cost being less than $75,000, City staff solicited bid proposals from four (4) local engineering contractors with experience in underground pipe repair work in accordance with Turlock Municipal Code (TMC) 2-9-03.

On April 17, 2026, City staff received one bid. The lowest and only bid was submitted by Ace-High Engineering of Brentwood, California, in the amount of $50,733. While only one bid was received, staff did solicit bids from three (3) other potential bidders who each passed on the opportunity due to their current workload. Staff reviewed the bid for responsiveness and bidder responsibility and determined Ace-High Engineering to be the lowest responsive, responsible bidder. Staff therefore recommends approval of an agreement with Ace-High Engineering in the amount of $50,733.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Preliminary Engineering Management - *City Staff*	$	380.50
Construction Contractor Bid Cost - *Contractor*	$	50,733.00
Construction Contract Contingency	$	10,200.00
Construction Engineering Management - *City Staff*	$	5,000.00
Materials Testing Services	$	5,000.00
Estimated Total Project Costs	$	71,313.50

Staff has determined that a total of $71,313.50 is needed to complete the project. In Fiscal Year 2025-26, the project account number for Preliminary Engineering Management is 410-51-534.44030_081 and has sufficient funds. The construction phase expenses will be billed to 410-51-534.51300 in Fiscal Year 2026-27. No budget appropriation is needed at this time.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA and Section 15302 (Replacement or Reconstruction) is an appropriate exemption.

B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because funds are available and the proposed improvements are needed.

C. Council could choose to reject all bids submitted for this project and direct City staff to publicly bid the project, notwithstanding that the project qualifies for informal bidding procedures in accordance with Turlock Municipal Code (TMC) 2-9-03. While this approach may increase competition and potentially result in lower bid pricing, City staff does not recommend this alternative as it would delay project completion by approximately two months. Although the pipeline is not currently in critical condition, the repairs are anticipated to be needed in the near future to address deteriorating infrastructure and reduce the likelihood of a more significant failure.

D. Council could approve the Agreement with Ace-High Engineering and authorize a different construction contingency amount than recommended by staff. Staff does not recommend this alternative because the proposed 20% contingency provides an appropriate balance between fiscal prudence and the need to address unforeseen field conditions without delaying the project.

6. ATTACHMENTS:

1. Bidder's Summary
2. City Contract 2026-183 with Ace-High Engineering
3. Draft Resolution

CITY OF TURLOCK BIDDER'S SUMMARY

Project Title: In-Plant Drain Repair
City Project Number: 25-068
Bid Opening: April 17, 2026
Anticipated Council Award Date: June 23, 2026

						1	
Base Bid				**ENGINEER'S EST.**		Ace-High Engineering Brentwood, CA	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$ 3,500.00	$ 3,500.00	$ 4,500.00	$ 4,500.00
2	Pothole Existing Utilities	LS	1	$ 5,000.00	$ 5,000.00	$ 8,458.00	$ 8,458.00
3	Expose Existing 24" Sewer Pipe	LS	1	$ 10,000.00	$ 10,000.00	$ 11,033.00	$ 11,033.00
4	Install Concrete Collar	LS	1	$ 15,000.00	$ 15,000.00	$ 15,827.00	$ 15,827.00
5	Backfill and Site Restoration	LS	1	$ 5,000.00	$ 5,000.00	$ 10,915.00	$ 10,915.00
			S	**$**	**38,500.00**	**$**	**50,733.00**

AGREEMENT

For

PUBLIC IMPROVEMENT

City Project No. 25-068

In-Plant Drain Repair

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Ace-High Engineering, a California corporation ("Contractor"), on Tuesday, June 23, 2026 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of In-Plant Drain Repair (the "Project").

B. The Project involves the expenditure of funds in excess of $5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the "Services").

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on June 23rd, 2026, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

1. CONTRACT DOCUMENTS

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

A. Notice to Bidders;

B. Contractor's Bid or Proposal accepted by City;

C. Special Provisions of the City of Turlock for In-Plant Drain Repair;

D. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");

E. All bonds and insurance required in any of the Contract Documents;

F. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and

G. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. TERM

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

3. SCOPE OF WORK

3.1. SERVICES

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

3.2. MODIFICATION

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

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

3.3. SPECIFIC MATERIALS & PERFORMANCE OF WORK

Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Special Provisions for In-Plant Drain Repair." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

3.4. EXHIBITS

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

Exhibit Designation	Exhibit Title
1. Exhibit A	Contractor's Proposal for Services
2. Exhibit B	Payment by Force Account
3. Exhibit C	Workers' Compensation Insurance Certification
4. Exhibit D	Performance Bond
5. Exhibit E	Payment Bond

4. CONTRACT PRICE

City shall pay, and Contractor shall accept in full payment for the work set forth above in SCOPE OF WORK, an amount not to exceed Fifty Thousand Seven Hundred and Thirty Three and No/100th Dollars (50,733.). Said amount shall be paid pursuant to COMPENSATION of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. TIME FOR PERFORMANCE

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **ten (10)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **fifteen (15)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

5.1. RIGHT OF CITY TO INCREASE WORKING DAYS

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

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

A. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

B. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

   1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

   2. where the delay is caused by actions beyond the control of Contractor; or

   3. where the delay is caused by actions or failure to act by the City Engineer.

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

5.2. EXCUSABLE DELAYS

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

5.3. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS

If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

A. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.
To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.
Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

C. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.
If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above

provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

5.4. DELAY DAMAGES

In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Four Hundred and No/100th Dollars (400.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Three Hundred and No/100th Dollars (300.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. TERMINATION

A. *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the

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

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

7. LIABILITY FOR BREACH

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

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

8. COMPENSATION

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

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

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

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

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

9. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the

performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

9.1. CLAIMS PROCESSING

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

9.2. MEET-AND-CONFER CONFERENCE

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

9.3. NONBINDING MEDIATION

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

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

10. PERMITS AND CARE OF WORK

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be

responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

11.1. MONITORING AND ENFORCEMENT

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

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

11.2. WAGES & HOURS OF EMPLOYMENT

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

12. SUPERINTENDENCE BY CONTRACTOR

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

13. INSPECTION AND TESTING BY CITY

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and

inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. CONFORMITY WITH LAW AND SAFETY

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

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

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

15. OTHER CONTRACTS

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

16. BONDS

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

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

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

California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. INDEMNIFICATION

17.1. INDEMNITY FOR PROFESSIONAL LIABILITY

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

17.2. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

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

18. CONTRACTOR'S INSURANCE

Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City. The City of Turlock shall be named as a certificate holder.

18.1. COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. The policy shall contain, or be endorsed to contain, the following provisions:

A. City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.

B. For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

C. In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

D. Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

18.2. WORKERS' COMPENSATION INSURANCE

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) by disease-policy limit, and One Million Dollars ($1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance, a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

18.3. INSTALLATION FLOATER ("COURSE OF CONSTRUCTION") INSURANCE

Contractor, shall provide an installation floater, covering the work performed under the Agreement, on a form at least as broad as Insurance Services Offices, Inc. (ISO) Causes of Loss - Special Form. The policy shall cover the labor, materials, and equipment, including materials and equipment in transit or away from the project site, to be installed. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. The Contractor shall be the named insured, and the City and subcontractors of any tier shall be named as insureds. The policy shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.

18.4. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars ($2,000,000.00) each

accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

18.5. CONTRACTORS POLLUTION INSURANCE

Pollution Coverage shall be maintained on a Contractors Pollution Liability form, or other form acceptable to City, providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than Two Million Dollars ($2,000,000.00) per claim. All activities contemplated in the Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees, and volunteers as insureds.

18.6. UMBRELLA OR EXCESS POLICY

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

18.7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

18.8. ACCEPTABILITY OF INSURERS

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

18.9. VERIFICATION OF COVERAGE

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

18.10. WAIVER OF SUBROGATION

With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability

policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

18.11. SUBCONTRACTORS

Contractor shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. OWNERSHIP OF WORK PRODUCT

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

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

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

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

20. TAXES

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

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

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

21. INDEPENDENT CONTRACTOR

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

22. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. ARBITRATION OF DISPUTES

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

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

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

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

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

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

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

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

All administrative remedies required under DISPUTES PERTAINING TO PAYMENT FOR WORK of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this ARBITRATION OF DISPUTES.

24. PROVISIONS CUMULATIVE

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

25. NOTICES

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie Lucchesi, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	**Ace-High Engineering** **Attn: Jose Manuel Ortega, Owner** **26970 Marsh Creek Road** **Brentwood, CA 94513**
If to Contractor's Sureties:	**To be provided with surety records**

26. CITY CONTRACT ADMINISTRATOR

The City's contract administrator and contact person for this Agreement is:

Janine Lee, Associate Engineer
City of Turlock Engineering Division
156 S Broadway
Turlock, CA 95380
Telephone: (209) 668-6035
E-mail: jlee@turlock.ca.us

27. INTERPRETATION

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

28. ANTITRUST CLAIMS

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

29. USE OF CITY PROJECT NUMBER

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

30. NO CONFLICT OF INTEREST

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

31. CONFIDENTIALITY

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

32. MODIFICATION

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

33. WAIVER

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

34. ASSIGNMENT

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

35. AUTHORITY

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

36. GOVERNING LAW

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

37. SEVERABILITY

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

38. EXECUTION AND COUNTERPARTS

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

39. MANDATORY AND PERMISSIVE

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

40. HEADINGS

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

41. ATTORNEY'S FEES AND COSTS

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

42. NECESSARY ACTS AND FURTHER ASSURANCES

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

43. RECITALS

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

IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 40 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

Ace-High Engineering, a California corporation

SIGNATURE

Jose Manuel Ortega

FULL NAME

Owner

TITLE

26970 Marsh Creek Rd, Brentwood, CA 94513

ADDRESS

510-715-0585

PHONE

DATE SIGNED

CITY OF TURLOCK, a municipal corporation

SIGNATURE

Christopher Fisher

FULL NAME

Acting City Manager

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

William D. Morris

FULL NAME

RCE, PLS, City Engineer

TITLE

DATE SIGNED

SIGNATURE

Will Richards

FULL NAME

Acting Municipal Services Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

Katie O. Lucchesi

FULL NAME

City Attorney

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

Nicole Fiez

FULL NAME

City Clerk

TITLE

DATE SIGNED

Exhibits List

A - CONTRACTOR’S PROPOSAL FOR SERVICES

B - PAYMENT BY FORCE ACCOUNT

C - WORKERS’ COMPENSATION INSURANCE CERTIFICATION

D - PERFORMANCE BOND

E - PAYMENT BOND

Exhibit A

CONTRACTOR’S PROPOSAL FOR SERVICES

EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

Attachment 2

PROPOSAL

CITY PROJECT NO. 25-068
IN-PLANT DRAIN REPAIR

CONTRACTOR NAME:	Ace-High Engineering
BIDDER SIGNATURE:	
CONTRACTOR LICENSE NO.:	1080733
CONTRACTOR DIR NO.:	2000008224
BID AMOUNT:	$ 50,733.00 Amount in Numbers
BID AMOUNT:	Fifty thousand seven hundred thirty-three dollars and zero cents. Amount in Words
DATE*:	04/17/2026

*Bids may not be withdrawn for a period of sixty (60) days from submittal to City.

BIDDER'S FORM

PROJECT TITLE: In-Plant Drain Repair

PROJECT NUMBER: 25-068

OPENING DATE: April 17, 2026

OPENING TIME: 10:00 AM

Item No	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$4,500.00	$4,500.00
2	Pothole Existing Utilities	LS	1	$8,458.00	$8,458.00
3	Expose Existing 24" Sewer Pipe	LS	1	$11,033.00	$11,033.00
4	Install Concrete Collar	LS	1	$15,827.00	$15,827.00
5	Backfill and Site Restoration	LS	1	$10,915.00	$10,915.00

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

ADDENDA

No. NA **Date** 04/17/2026 **Signed** _____

No. NA **Date** 04/17/2026 **Signed** _____

No. NA **Date** 04/17/2026 **Signed** _____

No. NA **Date** 04/17/2026 **Signed** _____

TOTAL BID WRITTEN IN FIGURES: $ __,__5 0,7 3 3.0 0

TOTAL BID WRITTEN IN WORDS: Fifty thousand seven hundred thirty-three dollars and zero cents.

CONTRACTOR: Ace-High Engineering

Exhibit B

PAYMENT BY FORCE ACCOUNT

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

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

1. Employer payment to the worker for:

    1.1 Basic hourly wage
    1.2 Health and welfare
    1.3 Pension
    1.4 Vacation
    1.5 Training
    1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:

    2.1 Workers' compensation insurance
    2.2 Social security
    2.3 Medicare
    2.4 Federal unemployment insurance
    2.5 State unemployment insurance
    2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

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

(a) Home office overhead

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

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

1. A fifteen percent (15%) markup is added;

2. Supplier discounts are subtracted whether the Contractor takes them or not;

3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;

4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:

   4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
   4.2 Current wholesale price for those materials;

5 If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:

   1.1 During that period
   1.2 In the quantities used

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

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.

2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

    1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    1.2. Current during the work paid by force account.
    1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
        1.3.1. Rented from equipment business Contractor does not own.
        1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
    2.1. Rented from equipment business Contractor does not own.
    2.2. The City Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

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

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

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25

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

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account

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

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

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

Exhibit C

WORKERS' COMPENSATION INSURANCE CERTIFICATION

EXHIBIT C

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

_____

(Typed or Printed Name)

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

_____

_____

_____

Business Phone: ( ) _____

Exhibit D

PERFORMANCE BOND

EXHIBIT D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock,** State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for **Project No. 25-068, "In-Plant Drain Repair";** and,

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

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

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

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

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

[*Signatures on Following Page*]

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

Exhibit E

PAYMENT BOND

EXHIBIT E

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the "Principal", a contract for **Project No. 25-068, "In-Plant Drain Repair"**; and

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

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

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

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

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

[*Signatures on Following Page*]

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR THE CONSTRUCTION OF CITY PROJECT NO. 25-068 "IN-PLANT DRAIN REPAIR" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15302 (REPLACEMENT OR RECONSTRUCTION) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 25-068 "In-Plant Drain Repair" will repair the existing 24-inch sewer line located within the City's wastewater treatment plant overflow pond to restore full functionality and prevent leakage; and

WHEREAS, on April 17, 2026, one (1) bid was received for the construction of City Project No. 25-068, with Ace-High Engineering of Brentwood, California, submitting the lowest responsive, responsible bid in the amount of $50,733.00; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15302 (Replacement or Reconstruction) as the project involves replacement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 25-068 "In-Plant Drain Repair" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus, State of California

City Council Staff Report

June 23, 2026

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

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Ornamental Solutions Inc., of Rancho Cordova, California in the amount of $265,900.00 and authorizing a construction contingency amount of $26,590.00 (10.0%)for the construction of City Project No. 25-048 "Security Fence Improvements at the Public Safety Facility" to be funded by Fund 119 "American Rescue Plan Act (ARPA)".

Resolution: Determining the award of bid for the construction of City Project No. 25-048 "Security Fence Improvements at the Public Safety Facility" is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

2. NARRATIVE:

The Public Safety Facility was constructed in 2014 and features a security fence around the perimeter of the employee parking lot. The security fence consists of a low concrete masonry unit (CMU) wall with CMU pilasters and wrought-iron rails and pickets extending above the wall and between the pilasters to a height of approximately six feet. Turlock Police Department staff have expressed security concerns relating to the current height and level of visibility through the fence and desire to modify the fence to increase its height and block the view into the parking lot from the public right of way.

Before the original facility was built, a Conditional Use Permit (CUP 2008-07) was approved by the Planning Commission which included specific conditions relating to the maximum fence height and materials to be used. City staff brought forth a request to amend the original CUP to allow for a taller fence to be installed around the employee parking lot and allowing for solid metal fence panels to be installed to block the view into the parking lot. The Planning Commission voted and approved the amendment in their April 2, 2026 meeting.

Project plans and specifications were prepared by RED Inc. Architects pursuant to its on-call agreement with the City. The project scope includes:

- Removal of existing metal fence rails and pickets
- Maintain the existing CMU wall and pilasters
- Installation of solid metal panels to a height of 6 feet
- Installation of outward-facing fence pickets to a height of 8 feet
- Replacement of 3 pedestrian gates to match the height of the fence pickets

On May 9, 2026, a Notice to Contractors was published in the Turlock Journal inviting bidders to submit proposals for construction of City Project No. 25-048 "Security Fence Improvements at the Public Safety Facility." On May 26, 2026, three bid proposals were

received.

BIDDER'S SUMMARY

Ornamental Solutions, Inc.	$265,900
Champion Industrial Contractors	$554,289
All Commercial Fence, Inc.	$559,485

City staff has verified that the bid submitted by Ornamental Solutions Inc. was responsive to the proposal requirements and have determined that they are a responsible bidder. City staff recommend that Council approve an agreement with Ornamental Solutions, Inc.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The project is funded in Fund 119 "American Rescue Plan Act (ARPA)" account number 119-10-188.51270 "Construction Project." Project costs are estimated in the table below.

	Amount	
Preliminary Engineering: *-City Engineering*	$	12,025.00
Architectural design and construction services *-RED Architects*	$	15,800.00
Construction Contract *-Ornamental Solutions, Inc.*	$	265,900.00
Construction Contingency	$	26,590.00
Construction Engineering *-City Engineering*	$	10,600.00
Materials Testing	$	10,000.00
Building Permit Fee	$	8,000.00
Planning Permit Fee	$	4,338.00
Estimate of Project Costs	**$**	**353,253.00**

There is adequate funding in the project account number and no additional budget transfers are needed at this time.

4. ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves minor alteration of an existing public facility and negligible expansion of existing use.

5. ALTERNATIVES:

A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA and Section 15301 (Existing Facilities) is an appropriate exemption.
B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because funds are available, and the proposed improvements are needed.
C. Council could approve the Agreement and authorize a different construction contingency amount than recommended by staff. Staff does not recommend this alternative because the proposed 10% contingency amount for potential change orders is typical for a project of this size.

6. ATTACHMENTS:

1. Draft Resolution
2. Bidders Summary
3. Agreement CC 2026-176 with Ornamental Solutions

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR THE CONSTRUCTION OF CITY PROJECT NO. 25-048 "SECURITY FENCE IMPROVEMENTS AT THE PUBLIC SAFETY FACILITY" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 25-048 " Security Fence Improvements at the Public Safety Facility" involves the alteration of an existing facility to increase the fence height and restrict visibility from the public right of way; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves minor alteration of an existing public facility and negligible expansion of existing use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 25-048 "Security Fence Improvements at the Public Safety Facility" is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus, State of California

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Security Fence Improvements at the Public Safety Facility
PROJECT NUMBER: 25-048
BID OPENING: May 26, 2026
3:00 PM
ANTICIPATED COUNCIL AWARD DATE: 6/23/26

						1		2		3	
				ENGINEER'S EST.		Ornamental Solutions, Inc. Rancho Cordova, CA		Champion Industrial Contractors Modesto, CA		All Commerical Fence, Inc. Waterford, CA	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	$ 20,000.00	$ 20,000.00	$ 5,200.00	$ 5,200.00	$ 36,850.00	$ 36,850.00	$ 15,000.00	$ 15,000.00
2	Remove Existing Improvements	LS	1	$ 8,000.00	$ 8,000.00	$ 5,200.00	$ 5,200.00	$ 2,500.00	$ 2,500.00	$ 12,000.00	$ 12,000.00
3	Temporary Fencing	LS	1	$ 4,000.00	$ 4,000.00	$ 1,500.00	$ 1,500.00	$ 1,250.00	$ 1,250.00	$ 6,000.00	$ 6,000.00
4	Fencing Panels, Frames, and Pickets	LS	1	$ 398,000.00	$ 398,000.00	$ 220,000.00	$ 220,000.00	$ 459,261.00	$ 459,261.00	$ 508,485.00	$ 508,485.00
5	Pedestrian Gate	EA	3	$ 7,000.00	$ 21,000.00	$ 8,000.00	$ 24,000.00	$ 5,576.00	$ 16,728.00	$ 6,000.00	$ 18,000.00
6	Other required work not covered in other bid items	LS	1	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 37,700.00	$ 37,700.00	$ -	$ -
		Base Bid Total =		**$**	**466,000.00**	**$**	**265,900.00**	**$**	**554,289.00**	**$**	**559,485.00**

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AGREEMENT

For

PUBLIC IMPROVEMENT

City Project No. CP 25-048

Security Fence Improvements at the Public Safety Facility

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Ornamental Solutions, Inc., a California corporation, on Tuesday, June 23, 2026 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of Security Fence Improvements at the Public Safety Facility (the "Project").

B. The Project involves the expenditure of funds in excess of $5,000 and constitutes a "public project" pursuant to Public Contract Code section 20161.

C. Contractor has made a proposal to City to provide construction services, a copy of which is attached and incorporated hereto as **Exhibit A** (the "Services").

D. City has determined it is necessary and desirable to employ the services of Contractor to perform construction work on the Project.

E. City has taken appropriate proceedings to authorize construction of the Project and execution of this contract pursuant to Public Contract Code section 20160 et seq.; specifically, on June 23, 2026 at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

1. CONTRACT DOCUMENTS

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

A. Notice to Bidders;

B. Contractor's Bid or Proposal accepted by City;

C. Special Provisions of the City of Turlock for Security Fence Improvements at the Public Safety Facility;

D. Plans and detailed drawings prepared for this Project and approved by City ("Project Plans");

E. All bonds and insurance required in any of the Contract Documents;

F. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and

G. The current edition of the City of Turlock Standard Specifications and Drawings.

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

2. TERM

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

3. SCOPE OF WORK

3.1. SERVICES

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

3.2. MODIFICATION

City, at any time, by written order, may make changes within the general scope of the work under this Agreement or issue additional instructions, require additional work or direct deletion of work. Contractor shall not proceed with any change involving an increase or decrease in the Contract Price, as defined in CONTRACT PRICE of this Agreement, without prior written authorization from City. Contractor shall not be entitled to compensation for the performance of any such unauthorized work. Contractor further waives any and all right or remedy by way of restitution or quantum meruit for any and all extra or changed work performed without express and prior written authorization of City. Notwithstanding the foregoing, Contractor shall promptly commence and diligently complete any change to the work subject to City's written authorization issued pursuant to this Section; Contractor shall not be relieved or excused from its prompt commencement of diligent

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

3.3. SPECIFIC MATERIALS & PERFORMANCE OF WORK

Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Special Provisions for Security Fence Improvements at the Public Safety Facility." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

3.4. EXHIBITS

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

Exhibit Designation	Exhibit Title
1. Exhibit A	Contractor's Proposal for Services
2. Exhibit B	Payment by Force Account
3. Exhibit C	Workers' Compensation Insurance Certification
4. Exhibit D	Performance Bond
5. Exhibit E	Payment Bond

4. CONTRACT PRICE

City shall pay, and Contractor shall accept in full payment for the work set forth above in SCOPE OF WORK, an amount not to exceed Two Hundred Sixty Five Thousand Nine Hundred and No/100ths Dollars ($265,900.00) (the "Contract Price"). Said amount shall be paid pursuant to COMPENSATION of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. TIME FOR PERFORMANCE

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **fifty five (55)** working days (the "Substantial Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued. All work on this project, including all punch list items, shall be completed on or before the expiration of **sixty (60)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

5.1. RIGHT OF CITY TO INCREASE WORKING DAYS

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

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

A. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and the City Engineer; or

B. Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

   1. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within fifteen (15) days from the beginning of that delay; or

   2. where the delay is caused by actions beyond the control of Contractor; or

   3. where the delay is caused by actions or failure to act by the City Engineer.

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

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5.2. EXCUSABLE DELAYS

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

5.3. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS

If, because of war or other declared national emergency, the federal or state government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is, through no fault of Contractor, unable to perform the Services, or the work is thereby suspended or delayed, any of the following steps may be taken:

A. City may, pursuant to resolution of the City Council, grant Contractor additional time for the performance of the Contract, sufficient to compensate in time, for delay or suspension.
To qualify for such extension in time, Contractor within ten (10) days of Contractor's discovering such inability to perform, shall notify the City Engineer in writing thereof, and give specific reasons therefore; the City Engineer shall thereupon have sixty (60) days within which to procure such needed materials or labor as is specified in this agreement, or permit substitution, or provide for changes in the work in accordance with subdivision (b) of this Section.
Substituted materials, or changes in the work, or both, shall be ordered in writing by the City Engineer, and the concurrence of the City Council shall not be necessary. All reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

C. The City Council, by resolution, may suspend the Contract until the cause of inability to perform is removed for a period of not to exceed sixty (60) days.
If the Contract is not canceled, and the inability of Contractor to perform continues without fault on Contractor's part, beyond the time during which the Contract may have been suspended, as herein above

provided, the City Council may further suspend the Contract, or either Party hereto may, without incurring any liability, elect to declare the Contract terminated upon the ground of impossibility of performance. In the event City declares this agreement terminated, such declaration shall be authorized by the City Council by resolution, and Contractor shall be notified in writing thereof within five (5) days after the adoption of such resolution. Upon such termination, Contractor shall be entitled to proportionate compensation at the Contract Price for such portion of the Contract as may have been performed; or

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

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

5.4. DELAY DAMAGES

In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Thousand Five Hundred and No/100ths Dollars ($1,500.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Five Hundred and No/100ths Dollars ($500.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

Due account shall be taken of any time extensions granted to Contractor by City. Permitting Contractor to continue work beyond the Substantial and Final Completion Due Dates shall not operate as a waiver on the part of City of any of its rights under the Contract nor shall it relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

6. TERMINATION

A. *Option of City to Terminate Contract for Failure to Complete Services.* If a Party should fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violates any of the terms of the Contract (the "Defaulting Party"), the other Party shall give notice to the

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

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

7. LIABILITY FOR BREACH

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

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

8. COMPENSATION

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

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

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

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

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

9. DISPUTES PERTAINING TO PAYMENT FOR WORK

Should any dispute arise respecting the true value of any work performed, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the

performance of the Contract, such dispute shall be decided by the City Engineer, and the decision of the latter shall be final and conclusive. The Parties agree to comply with the claims resolution procedures set forth in Public Contract Code section 9204 when applicable.

9.1. CLAIMS PROCESSING

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

9.2. MEET-AND-CONFER CONFERENCE

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

9.3. NONBINDING MEDIATION

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

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

10. PERMITS AND CARE OF WORK

Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location of property lines, easements, building lines, and other physical factors and limitations affecting the performance of the Contract. Contractor, at Contractor's expense, shall obtain any permission necessary for any operations conducted off the property owned or controlled by City. Contractor shall be

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responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

11. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

11.1. MONITORING AND ENFORCEMENT

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

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

11.2. WAGES & HOURS OF EMPLOYMENT

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

12. SUPERINTENDENCE BY CONTRACTOR

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

13. INSPECTION AND TESTING BY CITY

Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work performed on the Project and to the shops wherein the work is in preparation. Contractor shall notify City with sufficient time in advance of the manufacture of production materials to be supplied by Contractor under the Contract in order for City to arrange for mill or factory inspection and testing of same. Any materials shipped by Contractor from factory prior to having satisfactorily passed such testing and inspection by City's representative or prior to the receipt of notice from such representative that such testing and

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inspection will not be required shall not be incorporated on the Project. Contractor shall also furnish to City, in triplicate, certified copies of all factory and mill test reports upon request.

14. CONFORMITY WITH LAW AND SAFETY

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

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

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

15. OTHER CONTRACTS

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

16. BONDS

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

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

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

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California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. INDEMNIFICATION

17.1. INDEMNITY FOR PROFESSIONAL LIABILITY

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

17.2. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

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

18. CONTRACTOR'S INSURANCE

Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least thirty (30) days prior notice of the cancellation of any policy during the Term of this contract. Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of the Contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City. The City of Turlock shall be named as a certificate holder.

18.1. COMMERCIAL GENERAL LIABILITY INSURANCE

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Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled. The policy shall contain, or be endorsed to contain, the following provisions:

A. City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Contractor's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services). The City shall be named as a certificate holder on the Certificate of Insurance.

B. For any claims related to the Project, Contractor's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.

C. In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

D. Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

18.2. WORKERS' COMPENSATION INSURANCE

Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) by disease-policy limit, and One Million Dollars ($1,000,000.00) by disease-each employee. Contractor shall submit to City, along with the Certificate of Insurance, a Waiver of Subrogation endorsement in favor of the City, its offices, agents, employees, and volunteers.

18.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

18.4. BUILDER'S RISK INSURANCE

Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. Policy shall be provided for replacement value on an

"all-risk" or special causes of loss basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: coverage for debris removal and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be to ensure the full replacement value of any property or equipment stored either on or off the project site, or in transit. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. The policy shall allow for and include a waiver of subrogation endorsement in favor of the Insureds.

18.5. UMBRELLA OR EXCESS POLICY

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

18.6. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

18.7. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A-:VII or with an insurer to which City has provided prior approval.

18.8. VERIFICATION OF COVERAGE

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

18.9. WAIVER OF SUBROGATION

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

18.10. SUBCONTRACTORS

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Contractor shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. OWNERSHIP OF WORK PRODUCT

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

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

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

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

20. TAXES

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

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

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

21. INDEPENDENT CONTRACTOR

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

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

22. CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to the Contract to bind City to any obligation whatsoever.

23. ARBITRATION OF DISPUTES

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

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

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

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

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

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

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

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

All administrative remedies required under DISPUTES PERTAINING TO PAYMENT FOR WORK of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this ARBITRATION OF DISPUTES.

24. PROVISIONS CUMULATIVE

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

25. NOTICES

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie Lucchesi, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	**Ornamental Solutions, Inc.** **Attn: Eduard Melnichuk, COO** **3319 Fitzgerald Road Suite#10** **Rancho Cordova, CA 95742**
If to Contractor's Sureties:	**will be** **provided with** **surety records**

26. CITY CONTRACT ADMINISTRATOR

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The City's contract administrator and contact person for this Agreement is:

Stephen Fremming, Principal Civil Engineer
City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

27. INTERPRETATION

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

28. ANTITRUST CLAIMS

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

29. USE OF CITY PROJECT NUMBER

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

30. NO CONFLICT OF INTEREST

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

31. CONFIDENTIALITY

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

32. MODIFICATION

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

33. WAIVER

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

34. ASSIGNMENT

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

35. AUTHORITY

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

36. GOVERNING LAW

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

37. SEVERABILITY

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

38. EXECUTION AND COUNTERPARTS

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

39. MANDATORY AND PERMISSIVE

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

40. HEADINGS

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

41. ATTORNEY'S FEES AND COSTS

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

42. NECESSARY ACTS AND FURTHER ASSURANCES

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

43. REQUIRED FEDERAL LANGUAGE

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information:

(a) name and address of the injured or deceased person(s);

(b) name and address of Professional's subcontractor, if any;

(c) name and address of Professional's liability insurance carrier; and

(d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

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Compliance with Federal Requirements. Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;
- Equal Employment Opportunity (41 CFR Part 60);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

44. RECITALS

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

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IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 51 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

Ornamental Solutions, Inc., a California corporation

Signed by:
Eduard Melnichuk
2268E358A37C414...

SIGNATURE

Eduard Melnichuk

FULL NAME

COO

TITLE

3319 Fitzgerald Road Suite #10

ADDRESS

(916) 529-5667

PHONE

6/10/2026

DATE SIGNED

CITY OF TURLOCK, a municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

William D. Morris

FULL NAME

RCE, PLS, City Engineer

TITLE

DATE SIGNED

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO FORM:

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

Exhibits List

A - EXHIBIT A CONTRACTOR'S PROPOSAL FOR SERVICES

B - EXHIBIT B PAYMENT BY FORCE ACCOUNT

C - EXHIBIT C WORKERS’ COMPENSATION INSURANCE CERTIFICATION

D - EXHIBIT_D_PERFORMANCE_BOND

E - EXHIBIT_E_PAYMENT_BOND

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Exhibit A

EXHIBIT A CONTRACTOR'S PROPOSAL FOR SERVICES

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

[ORNAMENTAL SOLUTIONS, INC.] RESPONSE DOCUMENT REPORT

CIFB-E DBE No. CP 25-048

Security Fence Improvements at the Public Safety Facility

RESPONSE DEADLINE: May 26, 2026 at 3:00 pm

Report Generated: Wednesday, May 27, 2026

Ornamental Solutions, Inc. Response

CONTACT INFORMATION

Company:
Ornamental Solutions, Inc.

Email:
eduard@ornamentalsolutions.com

Contact:
Eduard Melnichuk

Address:
3319 Fitzgerald Road Suite #10
Rancho Cordova, CA 95742

Phone:
(916) 529-5667

Website:
www.ornamentalsolutions.com

Submission Date:
May 25, 2026 1:19 PM (Pacific Time)

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

ADDENDA CONFIRMATION

Addendum #1
Confirmed May 20, 2026 12:44 PM by Eduard Melnichuk

QUESTIONNAIRE

1. Proposal*

Pass

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the unit prices entered on the Bidder's Form.

Confirmed

2. Request for Substitutions*

Pass

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You may upload information relative to material or equipment for which you would like to request approval of that were not specifically named in the project specifications. City staff will make an effort to respond to requests for substitution as part of the Q&A and addendum process, though will not be obligated to comment on, approve, or deny any request for substitution.

Confirmed

3. Affidavit*

Pass

Please download the below documents, complete, and upload.

- AFFIDAVIT.pdf

Affidavit.pdf

4. INFORMATION REQUIRED OF BIDDER

NUMBER OF YEARS' EXPERIENCE AS A CONTRACTOR IN CONSTRUCTION WORK OR INSTALLATION WORK SIMILAR TO THAT REQUIRED IN THESE SPECIFICATIONS.*

Pass

6

NAME OF PERSON WHO INSPECTED THE SITE OF THE PROPOSED WORK FOR YOUR FIRM.*

Pass

Daniil Melnichuk

DATE OF INSPECTION*

Pass

5/18/2026

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5. PREVIOUS WORK/REFERENCES

Please provide information for four (4) recent projects. If bidder is unable to provide information for four (4) reference projects, it shall provide as many reference projects that it can and City will make a determination as to bidder responsibility based on the available information.

REFERENCE #1: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.*
Pass

South West Gas Company Improvements

REFERENCE #1: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.*
Pass

Custom Iron Gates, Gate Automation, Pedestrian Ada,Gate, Chain Link Fence, Custom Railings,Trash and Generator Enclosure

REFERENCE #1: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.*
Pass

SouthWest Gas Corporation, 1090 Industrial Ave, South Lake Tahoe, CA 96150,

REFERENCE #1: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?*
Pass

not sure

REFERENCE #1: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.*
Pass

151,268

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REFERENCE #1: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

Hal Hays

REFERENCE #1: DATE OF PROJECT COMPLETION
Pass

Completed – August 30, 2025

REFERENCE #1: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
0

REFERENCE #2: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Plaza Robles High School Fencing Project No. 0946-8246-580-33

REFERENCE #2: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
600 LF Chain Link fencing 7ft tall, with variouse ADA pedestrian Gates along with Variouse Ornamental Fencing, and ADA gates

REFERENCE #2: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Lodi Unified School District, 880 North Guild Avenue, Lodi Ca 95240,

REFERENCE #2: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
none

REFERENCE #2: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
178,260

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REFERENCE #2: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Ornamental Solutions, Inc.

REFERENCE #2: DATE OF PROJECT COMPLETION
July 25, 2025

REFERENCE #2: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
0

REFERENCE #3: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
4 Story Exterior Improvement

REFERENCE #3: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Ornamental Metal Balcony Railings, Fabrication and installation, ornamental gates and fencing fabrication and installation.

REFERENCE #3: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Javanmard Holdings, LLC 9700 Village Center Drive Suite #120, Granite Bay Ca 95746

REFERENCE #3: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
LCA Archetects

REFERENCE #3: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
126,344

REFERENCE #3: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Swank Construction

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

REFERENCE #3: DATE OF PROJECT COMPLETION
January 2025

REFERENCE #3: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
0

REFERENCE #4: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Stanislaus Regional Housing Authority – Fence Replacement (Various Sites)

REFERENCE #4: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Fencing at variouse sites 6,000LF wood fence replacement

REFERENCE #4: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Stanislaus Regional Housing Authority,209-557-2007, 1612 Sis Road, Modesto, CA 95350

REFERENCE #4: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
none

REFERENCE #4: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
412,500

REFERENCE #4: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Ornamental Solutions, Inc.

REFERENCE #4: DATE OF PROJECT COMPLETION
4/1/26

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

REFERENCE #4: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
0

6. BOND INFORMATION

You can enter your Bid Bond information in the Surety2000 question below.

OR

You may also submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

DO YOU WANT TO USE SURETY2000 TO SUBMIT YOUR BONDING INFORMATION?*
If you choose to upload bond forms not using Surety2000, you will need to submit the hard copy originals, prior to the bid due date and time, to engineering at:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

No

BIDDER'S BOND*
Please download the documents below, complete, and submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

- BIDDERS_BOND.pdf

Turlock_Bid_Bond.pdf

7. OTHER DOCUMENTS AND CERTIFICATIONS

SUBCONTRACTORS*
Please download the below documents, complete, and upload.

- SUBCONTRACTORS.Update.pdf

Suncontractors_Update.pdf

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization and Demobilization	1	LS	$5,200.00	$5,200.00
2	Remove Existing Improvements	1	LS	$5,200.00	$5,200.00
3	Temporary Fencing	1	LS	$1,500.00	$1,500.00
4	Fencing Panels, Frames, and Pickets	1	LS	$220,000.00	$220,000.00
5	Pedestrian Gate	3	EA	$8,000.00	$24,000.00
6	Other required work not covered in other bid items	1	LS	$10,000.00	$10,000.00
TOTAL					**$265,900.00**

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Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X_____

Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of Sacramento

Subscribed and sworn to (or affirmed) before me on this 21 day of May, 2026

by Edvard Melnichuk proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

NOTARY PUBLIC SIGNATURE

A. Cairo

NOTARY PUBLIC PRINTED NAME

(AFFIX SEAL)

A. CAIRO
Notary Public - California
Sacramento County
Commission # 2474900
My Comm. Expires Dec 3, 2027

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BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we Ornamental Solutions, Inc. as BIDDER, and The Ohio Casualty Insurance Company as SURETY a corporation duly organized under the laws of the State of * and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum ten percent of amount bid

Dollars ($ 10% of amount bid).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

26th (day), May (date), 20 26, at 3 pm (time).

for **Project No. «Project_Number», "«Project_Name_1» «Project_Name_2»."**

City Project No. 25-048 Security Fence Improvements at the Public Safety Facility

NOW, THEREFORE, if the aforesaid Bidder is awarded the contract and, within the time 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 accordance with the bid, and files the two bonds with the City, one to guarantee faithful performance and the other to guarantee payment for labor and materials as required by law, then obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

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 a suit, including a reasonable attorney's fee to be fixed by the court.

*New Hampshire

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 21st day of May, 26.

BIDDER

Ornamental Solutions, Inc. (SEAL)
(Bidder's Name and Corporate Seal)

(Signature)

Edward Melnichut - Secretary/Treasurer
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

The Ohio Casualty Insurance Company (SEAL)
(Surety's Name and Corporate Seal)

(Signature)

Kathleen Le, attorney-in-fact
(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF SURETY'S ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On May 21, 2026 before me, S. Smith, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

ARS3 S. SMITH
COMM. # 2442257
NOTARY PUBLIC CALIFORNIA
COUNTY OF SACRAMENTO
Comm. Expires APR. 22, 2027 ARS3

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

ACKNOWLEDGMENT

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

State of California
County of SACRAMENTO).

On May 21, 2026 before me, A. CAIRO, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared Eduard Melnichuk,
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.

A. CAIRO
Notary Public - California
Sacramento County
Commission # 2474900
My Comm. Expires Dec 3, 2027

Signature _____ **(Seal)**

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215337 - 971829**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bill Rapp, Brad Espinosa, Breanna Boatright, Cassandra Medina, Deanna Quintero, Dineen Fraser, Elizabeth Collodi, Jason March, Jennifer Lakmann, John Hopkins, John Weber, Kathleen Le, Kris Lopes, Matthew Foster, Mike Taylor, Mindy Whitehouse, Paula Senna, Peggy Trusty, Phil Watkins, R. Kailany, Samantha Watkins, Sara Walliser, Sharon Smith, Steven L. Williams, Tony Clark

all of the city of Chico state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of January, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of January, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com

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The UPS Store #7179
4022 Sunrise Blvd
Rancho Cordova, CA 95742-6911
916-790-8332

Terminal....: POS7179A Date.: 5/21/2026
Employee....: 121272 Time.: 03:31 PM

ITEM NAME	QTY	PRICE	TOTAL
NDA			$55.96
	1 @	$55.96	
Tax			$0.00
MMWX379Z9XYBU			
Tracking Number - 1Z823RR60148612933			
Notary			$30.00
	2 @	$15.00	
Tax			$0.00
8.5x11 Copies			$1.25
	5 @	$0.25	
Tax			$0.11
Subtotal			$87.21
Shipping/Other Charges			$0.00
Total tax			$0.11
Total			$87.32
Cards			$87.32

Items Designated NR are NOT eligible
for Returns, Refunds or Exchanges.

US Postal Rates Are Subject to Surcharge.

1260521717 9A031482

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https://www.theupsstore.com/privacy-policy

Win a $250 gift card

Tell us how we're doing for your chance to win a $250 Amazon.com® Gift Card, a $100 Amazon.com® Gift Card, or a $50 Amazon.com® Gift Card each month. Scan the QR code or go to the link to take the survey.

https://www.theupsstore.com/pr

NO PURCHASE NECESSARY. Void where prohibited. Ends 1/31/27. Must be US resident 18 years or older to enter. Limit (1) entry per person per month.
For Official Rules visit

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SUBCONTRACTORS

Prime Contractor: Ornamental Solutions, Inc. DIR NUMBER: 2000007266

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

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

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
NONE				

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Exhibit B

EXHIBIT B PAYMENT BY FORCE ACCOUNT

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

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

1. Employer payment to the worker for:

    1.1 Basic hourly wage
    1.2 Health and welfare
    1.3 Pension
    1.4 Vacation
    1.5 Training
    1.6 Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:

    2.1 Workers' compensation insurance
    2.2 Social security
    2.3 Medicare
    2.4 Federal unemployment insurance
    2.5 State unemployment insurance
    2.6 State training taxes

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

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

(a) Home office overhead

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

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

1. A fifteen percent (15%) markup is added;

2. Supplier discounts are subtracted whether the Contractor takes them or not;

3. If the City Engineer believes the material purchase prices are excessive, City pays the lowest current wholesale price for a similar material quantity;

4. If Contractor procured the materials from a source Contractor wholly or partially own, the determined cost is based on the lower of the:

   4.1 Price paid by the purchaser for similar materials from that source on Contract items; and
   4.2 Current wholesale price for those materials;

5 If Contractor does not submit a material cost record within thirty (30) days of billing, the determined cost is based on the lowest wholesale price:

   1.1 During that period
   1.2 In the quantities used

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

1. Rental equipment costs, including moving rental equipment to and from the change order work site using its own power.

2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.

3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

1. Using rates in *Labor Surcharge and Equipment Rental Rates*:

    1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
    1.2. Current during the work paid by force account.
    1.3. Regardless of equipment ownership but City uses the rental document rates or minimum rental cost terms if:
        1.3.1. Rented from equipment business Contractor does not own.
        1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is $10.00 per hour or less.

2. Using rates established by the City Engineer for equipment not listed in *Labor Surcharge and Equipment Rental Rates*. Contractor may submit cost information that helps the City Engineer establish the rental rate but City uses the rental document rates or minimum rental cost terms if:
    2.1. Rented from equipment business Contractor does not own.
    2.2. The City Engineer establishes a rate of $10.00 per hour or less.

3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

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

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

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

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

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

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account and:
   3.1. Hourly rates are paid in 1/2-hour increments
   3.2. Daily rates are paid in 1/2-day increments

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25

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

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

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed

2. To load and unload equipment

3. Equipment is operated to perform work paid by force account

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

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

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

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Exhibit C

EXHIBIT C WORKERS' COMPENSATION INSURANCE CERTIFICATION

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

_____
(Typed or Printed Name)

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

_____

_____

_____

Business Phone: ( ) _____

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

Exhibit D

EXHIBIT_D_PERFORMANCE_BOND

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock,** State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for **Project No. 25-048, "Security Fence Improvements at the Public Safety Facility";** and,

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

Exhibit E

EXHIBIT_E_PAYMENT_BOND

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to _____, hereinafter designated as the "Principal", a contract for **Project No. 25-048, "Security Fence Improvements at the Public Safety Facility"**; and

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: B9616CBB-10EB-8DA0-8110-B2C628ED91E7

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

City Council Staff Report

June 23, 2026

From:	Will Richards, Acting Municipal Services Director
Prepared by:	David Huff, Water Quality Control Manager
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement (City Contract No. 2026-185), in a form approved by the City Attorney, with Websoft Developers for Computerized Maintenance Management System (CMMS) and a Mobile Work Order Management Software for a period of five (5) years, with a total not to exceed amount of $390,822.42, without compliance to the formal bid procedure, pursuant to Turlock Municipal Code Section 2-7-08(b)(6), Information Technology Software.

2. NARRATIVE:

The Computerized Maintenance Management System (CMMS) is a critical operational tool utilized by the Municipal Services Department to support maintenance and infrastructure management activities throughout the City. The system enables staff to receive and respond to customer service requests, create and manage work orders, document labor and equipment usage, maintain regulatory compliance records, track asset conditions and maintenance history, and support efficient service delivery to the community.

The CMMS is utilized by multiple divisions throughout the Municipal Services Department and serves as the City's centralized platform for managing maintenance activities, asset information, and operational records. The system supports the maintenance of streets, water distribution facilities, wastewater collection facilities, storm drainage infrastructure, parks, fleet assets, and other public infrastructure.

In addition to daily work order management, the CMMS supports preventive maintenance scheduling, asset lifecycle management, regulatory inspection tracking, inventory and materials management, mobile field data collection, and operational performance reporting. These capabilities improve efficiency, support regulatory compliance, extend the useful life of City assets, and assist staff in making data-driven maintenance and capital planning decisions.

Pursuant to Turlock Municipal Code Section 2-7-08(b)(6), bidding procedures are not required for information technology software. Therefore, staff recommends approval of the agreement with Websoft Developers, Inc.

Staff recommends approval of City Contract No. 2026-185 with Websoft Developers, Inc. for the continued provision of a MMS and Mobile Work Order Management Software System.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The cost per fiscal year for this software is detailed below:

FY 26/27	$67,575.00
FY 27/28	$72,747.19
FY 28/29	$77,728.57
FY 29/30	$83,363.89
FY 30/31	$89,407.77
Total	**$390,822.42**

The Mobile Work Order Management Software is utilized by many different divisions and will be split by the following accounts:

410-51-534.43125_037	40%
420-52-551.43125_037	40%
110-50-500.43125_037	2%
110-60-600.43125_037	4%
205-60-602.43125_037	1%
205-60-604.43125_037	1%
217-50-510.43125_037	4%
246-60-600.43125_037	4%
410-51-532.43125_037	4%

4. ENVIRONMENTAL DETERMINATION:

The proposed action is not considered a “project” under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, as it involves administrative and organizational activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment. Therefore, no further environmental review is required.

5. ALTERNATIVES:

A. Council could choose to not approve this agreement. This alternative is not recommended because the CMMS is a critical operational tool used to manage work orders, preventive maintenance, asset records, and regulatory compliance activities. Failure to maintain the system would negatively impact operational efficiency and the City's ability to effectively maintain public infrastructure.

B. Council could choose to approve the Agreement, but for a shorter amount of time. This alternative is not recommended because it is beneficial to the City to secure pricing for a longer period of time.

6. ATTACHMENTS:

1. Agreement CC 2026-185 with Websoft Developers

Order Form: Q-53313-1
Creation Date: 5/12/2026, 8:21 PM
Expires On: 5/31/2026

Phone: (866) 777-0069
Email: info@sprbrk.com

Ship To:
David Huff
Turlock, CA
156 S. Broadway, Ste. 270
Turlock, California 95380-5454
dhuff@turlock.ca.us

Bill To:
Raquel Brasil
Turlock, CA
156 S. Broadway, Ste. 270
Turlock, California 95380-5454
rbrasil@turlock.ca.us

Account Manager	E-mail	Phone Number	Payment Terms
Sean Dingman	sean.dingman@websoftdev.com	(916) 501-1590	Net 30

Annual Product Pricing

PRODUCT	RATE	QTY	DISC (%)	NET PRICE
MobileMMS Subscription	USD 67,575.00	1	0.000	USD 67,575.00
			Annual Product Pricing Total:	USD 67,575.00

Grand Total: USD 67,575.00
* excludes applicable sales tax

Order Details

Customer Name:	Turlock, CA
Customer Contact:	David Huff
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.app.box.com/v/websoft-saas-terms Professional Services: https://sprbrk.app.box.com/v/websoft-svcs-terms
Term(s):	5 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support (“Recurring Services”) continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven and a quarter percent (7.25%) of the prior year’s Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon the order start date, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon the order start date, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Estimated Time and Material Professional Services, On- Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Term.
Implementation Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.

Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Websoft's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of $15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.

- ***On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.

- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Websoft shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Websoft. Customers are responsible for extracting data from any legacy systems and transferring the data into Websoft's import templates.

Special Order Terms

Special Order Terms (if any):
5-year agreement (7/1/2026-6/30/2031)
MobileMMS Subscription
2026-2027 $67,575.00
2027-2028 $72,474.19 *
2028-2029 $77,728.57 *
2029-2030 $83,363.89 *
2030-2031 $89,407.77 *
*Estimated with 7.25% uplift
This order replaces and supersedes any previously executed order as it relates to the products listed within this order.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Websoft Developers, Inc.	**Turlock, CA**
Signature:	Signature:
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:

Purchase Order # (if required)_____

Websoft Developers Inc.

CLOUD SERVICE MASTER AGREEMENT

TERMS AND CONDITIONS

These Terms and Conditions, together with each Order Form entered into by the Parties that references such Terms and Conditions, constitute a binding agreement ("**Agreement**") by and between Websoft Developers Inc. ("**Websoft**") and the Customer identified on the Order Form ("**Customer**"). These Terms and Conditions become effective as of the date of the related Order Form or use of the Websoft Services. Each of Websoft and Customer is referred to herein individually as a "**Party**" and collectively as the "**Parties**."

Use of the Cloud Service, as defined below, is subject to the Agreement. If Customer is entering into the Agreement on behalf of a company, organization, or another legal entity (an "**Entity**"), Customer is agreeing to this Agreement for that Entity and representing to Websoft that it has the authority to bind such Entity to the Agreement.

Recitals

WHEREAS, Websoft has developed an ERP solution for local government agencies that is offered as a SaaS-based cloud service (the "**Cloud Service**"); and

WHEREAS, Customer is interested in obtaining the functionality provided by the Cloud Service;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. **Definitions**. Certain capitalized terms used in the Agreement shall have the definitions set forth below.

   (a) **Affiliate**: means an entity that controls, is controlled by or is under common control with a Party to the Agreement, where control means the legal or beneficial ownership of more than fifty percent (50%) of the voting shares of an entity or the ability to direct or cause the direction of management and policies of such entity.

   (b) **Authorized User:** means one individual natural person, authorized by Customer to use the Cloud Service. Authorized Users may include but are not limited to Customer's employees, contractors and agents. Each Authorized User will be associated with a single unique email address and password for purposes of accessing (and being identified within) the Cloud Service.

   (c) **Channel Partner**: means an authorized reseller, distributor, or other channel partner of Websoft from which Customer is able to procure some or all of the Websoft Services.

(d) **Cloud Software**: means the Websoft proprietary software, in object code format, including Documentation, updates, patch releases, and upgrades with respect thereto, that Websoft makes available for download or otherwise provides for use in connection with the Cloud Service. Cloud Software excludes any OSS and other third-party's software. If and as designated in the Specifications, the Cloud Software may be inclusive of application programming interfaces ("APIs") developed by Websoft to enable interaction and integration with the Cloud Service.

(e) **Cloud Specifications:** means the online specifications for the Cloud Service, as made available by Websoft at https://sprbrk.box.com/v/websoft-software-specs (which URL location and content may be updated from time to time by Websoft).

(f) **Confidential Information**: means nonpublic, confidential, or proprietary information regarding either Party's business or any aspect of this Agreement, including, without limitation, technology, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, product plans, pricing, customer information and other technical, financial, marketing and business information. Information that is marked or identified as confidential or proprietary or that would reasonably be considered to be confidential based on the nature of such information and the circumstances under which it is disclosed shall be deemed to constitute Confidential Information. Confidential Information may include confidential or proprietary information of third parties that the Disclosing Party is permitted to disclose, and does disclose, to the Recipient hereunder. Confidential Information may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding the above, "Confidential Information" shall not include information that: (i) the Recipient can demonstrate was in its possession at the time of disclosure and was not acquired by the Recipient directly or indirectly from the Disclosing Party on a confidential basis; (ii) becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party (whether directly or indirectly) and which source to the best of Recipient's knowledge did not acquire the information on a confidential basis; (iii) is approved for release or use without restriction by written authorization of an officer of the Party owning the Confidential Information; (iv) is independently developed by or for the Recipient without use of the Disclosing Party's Confidential Information; (v) subject to mandatory disclosure pursuant to a state's public records laws, or (vi) has become generally available to the public without breach of this Agreement by the Recipient or an affiliate of the Recipient.

(g) **Customer:** means the entity that purchases a Subscription to the Cloud Service directly from Websoft or through a Channel Partner.

(h) **Customer Data:** means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or others who input data into the Cloud Service, such as citizens of the jurisdiction to which Customer provides services, enter into the Cloud Service including but not limited to, personal information, information exchanged between Customer and an Authorized User or an Authorized User and a third party using the Cloud Service, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

(i) **Disclosing Party:** means a Party that discloses Confidential Information to a Recipient.

(j) **Documentation**: means information describing the features, functionality, operating instructions and other aspects of the Cloud Service or Cloud Software. Information contained on Websoft publicly facing website does not constitute Documentation.

(k) **Effective Date**: means the date of the first Order Form that is governed by these Terms and Conditions.

(l) **Fees**: means amounts payable by Customer to Websoft as consideration for the Websoft Services.

(m) **Intellectual Property Rights:** means any and all rights existing now or in the future under laws relating to patents, copyright, industrial design, moral rights, trade secrets, trademarks, publicity rights, and any and all similar proprietary rights, and any and all applications for registration, letters patent, renewals, extensions, divisions, continuations, reissues, and restorations thereof, now or hereafter in force and effect anywhere in the world.

(n) **Maintenance and Support Services:** means Websoft obligations related to availability, error resolution, response to support requests, bug fixes, and the provision of updates and upgrades to the Cloud Software or Cloud Service as further described in Exhibit A hereto.

(o) **Open Source Software** or **OSS:** means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Cloud Software.

(p) **Optional Cloud Services**: mean the optional add-ons to the Cloud Service that may be available for purchase either directly from Websoft or through Channel Partner, as more particularly described or identified in the applicable Order.

(q) **Order Form**: means a purchase document executed by Customer and Websoft in which Customer orders Websoft Services.

(r) **Order Terms**: means the ordering information (such as order date, products, quantity and similar information) and terms and conditions specified on an Order Form.

(s) **Personal Information:** means any data that can identify or locate an individual.

(t) **Professional Services**: means services relating to the Cloud Service, such as implementation, customization, and training.

(u) **Recipient**: means a Party that receives Confidential Information from a Disclosing Party.

(v) Websoft **Services**: means the Cloud Service, Cloud Software, Maintenance and Support Services, and Professional Services.

(w) **Subscription**: means a paid for right to access and use the Cloud Service.

(x) **Subscription Period(s):** means the duration of a Customer's and its Authorized Users' active, paid Subscription to the Cloud Service, as designated in the Order Form(s).

(y) **Supported Modification:** means a configuration of or modification to the Cloud Service requested by Customer that can be consistently supported by Websoft via APIs, does not require direct database changes and is capable of being tested and maintained by Websoft.

(aa) **Term:** shall be the period of time for which this Agreement is in effect, as further set forth in Section 13. Term is different from a Subscription Period.

(bb) **Third Party Services:** means products, services, technology, and methods other than proprietary Websoft Services.

2. Cloud Service Terms and Conditions.

(a) Subject to compliance with the terms and conditions of the Agreement, including advance receipt of applicable Fees, Websoft will make the Cloud Service available to Authorized Users during the Subscription Period for use in connection with the internal business purposes of Customer.

(b) Websoft hereby grants to Customer a limited, non-exclusive, non-transferrable right to access, implement, and configure the Cloud Software during the Subscription Period, solely for its internal business purposes in connection with use of the Cloud Service and in accordance with the Specifications.

(c) Customer will ensure that all of its Authorized Users using the Cloud Services under its account comply with all of Customer's obligations under this Agreement. Customer is responsible for all activity (whether or not authorized by Customer) occurring under Customer's account, including acts and omissions of its Authorized Users and individuals using credentials of Authorized Users, as though they were those of Customer. Customer will notify Websoft promptly of any unauthorized access or use of the Websoft Services.

(d) Customer will be responsible for meeting minimum system requirements for use of the Cloud Service accessible at https://sprbrk.box.com/v/websoft-minimum-requirements (which URL location and content may be updated from time to time by Websoft) for use of the Cloud Service;

(e) Customer will use the Websoft Services only in accordance with the Agreement, the applicable Documentation, laws and government regulations, and any written instructions provided by Websoft to Customer.

(f) The Cloud Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Websoft by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars ($1,000) per year. If a Subscription Period for the Cloud Service is nearing its expiration date or is otherwise terminated, Websoft will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Websoft. Websoft Data Storage Policy can be accessed at https://sprbrk.box.com/v/websoft-data-storage-policy (which URL location and content may be updated from time to time by Websoft).

3. **Restrictions on Use of the Cloud Service and Cloud Software.** Except as otherwise expressly provided in the Agreement (including any Exhibits), Customer shall not (and shall not permit any Authorized User or third party to):

(a) make the Cloud Service available to anyone other than Authorized Users;

(b) use the Cloud Service, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in the Agreement, including the applicable Order Form(s);

(c) sublicense, sell, resell, transfer, assign, distribute, share, lease, make any external commercial use of, outsource, use on a timeshare or service bureau basis, or use in an application service provider or managed service provider environment, or otherwise generate income from, the Websoft Services;

(d) modify, obscure, alter, or remove any confidentiality or proprietary rights notices contained in the Websoft Services;

(e) decompile, disassemble, or reverse engineer any portion of the Cloud Software or Cloud Service, or attempt to discover any source code or other operational mechanisms of the Cloud Software or Cloud Service (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to Websoft);

(f) use any third-party software provided with the Cloud Software or Cloud Service other than in connection with the Cloud Software or Cloud Service;

(g) use the Websoft Services in violation of any applicable laws and regulations;

(h) use the Websoft Services to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, or (2) engage in phishing, spamming, denial-of-service attacks, spreading viruses or other harmful code, or other fraudulent or criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, the Cloud Software, Cloud Service or data contained therein, (4) violate or infringe upon the rights of a third party, including those pertaining to contract, intellectual property, privacy, or publicity, or (5) attempt to gain unauthorized access to the Cloud Software or Cloud Service;

(i) access or use the Websoft Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Cloud Service or allow access by a direct competitor of Cloud Service;

(j) access the Websoft Services for purposes of monitoring availability, penetration, or security testing, or any benchmarking;

(k) obtain or attempt to obtain intellectual property rights to any component of the Websoft Services (inclusive of APIs) other than those expressly provided herein;

(l) create derivative works based on the Websoft Services;

(m) use or allow the use of, the Websoft Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under

export control laws of the United States or any other applicable jurisdiction.

4. **Customer Cooperation**. Customer is responsible for selecting Authorized Users and represents and warrants it shall select Authorized Users who are qualified to operate the Cloud Service and are familiar with the information, calculations, and reports that serve as input and output. Any data entry errors are the responsibility of Customer and Websoft does not assume the cost of any necessary servicing, repair or correction arising from such errors. Customer acknowledges that successful installation, implementation and use of the Websoft Services cannot be accomplished by Websoft 's efforts along and requires substantial effort and cooperation by Customer. Both Websoft and Customer shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between Websoft and Customer will take place between Websoft and a project manager designated by Customer.

5. **Third Party Services.** Customer may choose to obtain products and services that are provided or supported by third parties ("**Third-Party Services**") for use in conjunction with the Websoft Services either directly from the third party providing the Third Party Services or indirectly through Websoft where Websoft acts as a reseller of the Third Party Services. Third Party Services may require Customer to enter into a license or other agreement with such third party for use of the Third-Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third--Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE PROVIDER OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES SOLELY FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND WEBSOFT ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.

6. **Maintenance and Support Terms.**

(a) Support. Maintenance and Support Services, as described in Exhibit A, are included in the Cloud Service Subscription for no additional fees, except as provided otherwise in Exhibit A.

(b) Partner Support. Notwithstanding anything herein to the contrary, if Customer receives Maintenance and Support Services from an authorized Channel Partner, then the terms for such services agreed upon by Customer and such Channel Partner shall govern in lieu of those set forth in the Exhibit A attached hereto, and Websoft shall have no support obligations to Customer.

7. **Ordering Process**.

(a) Order Forms. Customer may purchase the Websoft Services (Cloud Service Subscriptions, Cloud Software licenses or Professional Services) by executing and submitting an Order Form. Execution of an Order Form referencing these Terms and Conditions makes them binding upon Customer, as does any access or use of the Websoft Services. Upon execution of an Order Form by both Parties and subject to Customer's payment of the corresponding Fees, Websoft will make the Cloud Service or Cloud Software, as applicable, available to Customer. Any terms and conditions contained in any quote, invoice, or purchase order that are inconsistent with or are in addition to the terms and conditions of the Agreement will be deemed stricken, unless expressly agreed to in writing by Websoft with explicit reference to the accepted terms and conditions. Upon acceptance of an Order

Form, it will become part of the Agreement and will supersede any conflicting terms herein.

(b) No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Websoft has the right to issue an invoice and collect payment without a corresponding purchase order, provided, however, that if a Customer's procurement procedure requires the issuance of a purchase order or a purchase order number on a pertinent Order Form or Statement of Work, the purchase order is required to be provided to Websoft . If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or Statement of Work.

8. Payment Terms.

(a) Pricing. Customer will be invoiced for those amounts and at those prices set forth in an Order Form. Fees do not include any customization of the Cloud Software or Cloud Service (nor support for any such customizations, unless otherwise agreed in writing). If Customer's usage of the Cloud Software or Cloud Service is in excess of those amounts set forth in the Order Form, Customer may be billed for those overages. Customer acknowledges that purchases under the Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Websoft regarding future functionality or features of the Websoft Services. Except as otherwise specified herein or in an Order Form, (i) fees are based on the specified Websoft Services purchased, (ii) payment obligations are noncancelable and fees paid are non-refundable, except for amounts paid in error that are not actually due under the Agreement or as otherwise expressly provided herein, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period.

(b) Payments. Websoft will invoice Customer in advance for the Cloud Service. Customer shall pay Invoices within thirty (30) days of the invoice date. If Customer orders additional Subscription quantities or services part-way through an existing Subscription Period the initial Subscription Period for the additional quantity or services will be made coterminous with the existing Subscription Period and the Cloud Service Fee for such additional quantity will be prorated accordingly. Fees for Optional Cloud Service will be due at the same time as payment for the corresponding Cloud Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Customer is responsible for keeping Websoft accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Websoft shall have no responsibility for any invoices that are not received due to inaccurate or missing information provided by Customer. Customer shall pay interest on all payments not received by the invoice due date set forth above at a rate of one and a half percent (1.5%) per month or the maximum amount allowed by law, whichever is lower. All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding. Subscription Fees will be subject to an automatic annual increase in the amount set forth in the applicable Order Form. ("**Standard Annual Price Increase**"). Notwithstanding anything herein to the contrary, if Customer makes its payments pursuant to this Agreement to a Channel Partner, then the payment terms agreed by Customer and such Channel Partner shall govern to the extent anything in this Section 8 conflicts with such payment terms.

(c) Taxes. Fees for Websoft Services do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Websoft has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Websoft with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Websoft is solely responsible for taxes assessable against it based on Websoft 's income, property and employees.

(d) Suspension of Service. If any amount owing by the Customer for the Cloud Service is ninety (90) or more days delinquent, Websoft may, in its sole discretion and cumulative to its other remedies under this Section, temporarily cease providing to Customer the Cloud Service.

9. Ownership.

(a) Ownership of Websoft Services. As between Websoft and Customer all right, title and interest to the Cloud Software, the Cloud Service, all technology underlying the foregoing, the Documentation, any improvements, design contributions, updates, or derivative works thereto, any knowledge or processes related thereto and/or provided hereunder, and all associated Intellectual Property Rights, belong solely to Websoft , and is protected under the laws of the United States and the individual states and by international treaty provisions. Websoft reserves all rights not granted herein.

(b) Limited Rights. Customer shall only receive those rights in the Websoft Services that are expressly granted to it hereunder. Customer acknowledges that the rights granted under this Agreement, as they pertain to Maintenance and Support and to the Cloud Software and Cloud Service, do not provide Customer with title to or ownership of the Cloud Software or Cloud Service.

10. Feedback. Customer grants Websoft a royalty-free, fully-paid, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into the Websoft Services (or Websoft's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Websoft Services.

11. Security.

(a) Customer Responsibilities. Information or data generated by the Cloud Service, that is provided to, and stored by, the Customer, is the sole responsibility of the Customer. Websoft shall not be responsible for the theft, misappropriation, loss, or misuse of personal or entity related financial information, utility billing records, or any other financial information stored in Customer controlled electronic media or physical storage locations. Customer acknowledges that Customer is solely responsible for the Customer's security procedures, including but not limited to password security, encryption of sensitive information, proper handling of payroll

ACH files, physical custody of cash, internal audit procedures and processes, annual reporting, and proper training in security and backup procedures. In addition, the Customer and its related entities and affiliates agree to indemnify and hold harmless Websoft , its contractors and agents from all costs, damages, expense and attorney's fees incurred in the event of any security breach, theft, misappropriation, loss, misuse of personal or entity related financial information, or other related incident.

(b) Security Breaches. Customer acknowledges that, notwithstanding the security features of the Cloud Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 14, Websoft will have no liability for any security breach caused by any such persons, entities, or technologies.

(c) Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Cloud Service. Customer is responsible for ensuring the accuracy, quality, integrity and legality of Customer Data. Customer grants to Websoft the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Websoft : (i) to provide the Websoft Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 3 (Restrictions on Use of the Cloud Service and Cloud Software) if Websoft has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement, including the Websoft Privacy Policy. Websoft may utilize the information concerning Customer's use of the Cloud Service (excluding any use of Customer's personal data or Customer's Confidential Information) to improve the Cloud Service, to provide Customer with reports on its use of the Cloud Services, and to compile aggregate statistics and usage patterns by customers using the Cloud Services. Customer represents and warrants that it owns or has full and unrestricted rights and authority to effectuate the grants set forth in this Section and there are no third parties who may claim rights or interests in the Customer Data or otherwise hinder such grants.

(d) Use of Aggregate Data. Customer agrees that Websoft may collect, use, and disclose quantitative data derived from the use of the Cloud Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Cloud Service.

12. Confidentiality.

(a) Confidentiality Term. The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this Agreement ("**Confidentiality Term**").

(b) Confidentiality Obligations. During the Confidentiality Term and subject to the other terms of this Agreement (including Websoft's Privacy Policy, accessible at https://sprbrk.box.com/v/websoft-privacy-policy, which URL and its content may be updated from time to time by Websoft), Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its

employees, contractors or advisors on a need-to-know basis and who are bound by confidentiality and non-use restrictions at least as stringent as those contained herein. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner consistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

(c) Legally Compelled Information. In the event the Recipient becomes legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, or the Recipient determines that it is obligated by law, rule, statute or governmental regulation to disclose any of the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party, if possible, may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Recipient agrees to furnish only that portion of the Confidential Information that it is legally required to furnish and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. A Party's obligations hereunder with respect to legally compelled information shall continue to be applicable for all other purposes.

(d) Publicity. During the term of this Agreement, including the term of any amendment hereto, Websoft may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Websoft Services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Websoft web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Websoft's products or services without Customer's prior written authorization.

13. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and will remain in effect until all Cloud Service Subscriptions expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "**Term**"). Except as otherwise specified in the applicable Order Form, all Cloud Service Subscriptions will have an initial three (3) year term and then automatically renew for successive three (3) year terms unless otherwise stated in the applicable order form, provided that either party may terminate this Agreement effective upon the expiration of the Subscription Period, by notifying the other party in writing at least sixty (60) days prior to the expiration of the Subscription Period. Cancellation notices should be sent to operations@sprbrk.com. This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "Term" hereunder. Subject to Section 8(b) (Payments), pricing increases will be effective upon renewal of the Subscription Period and annually thereafter.

(b) Termination. Websoft or Customer may terminate the Agreement if the other party materially breaches a material provision thereof, including associated Order Form(s), and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Websoft may immediately terminate this Agreement and/or Customer's Cloud Service Subscription or license to the Cloud Software upon Customer's breach of Section 3 (Restrictions on Use of the Cloud Service and Cloud Software). Either Party may also terminate the Agreement upon written notice if the other party suspends payment of its debts or experiences any

other insolvency or bankruptcy-type event.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) Customer shall immediately pay any amounts then owing to Websoft; (ii) the right to access the Cloud Service or Cloud Software will end; and (iv) each Recipient will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Recipient's possession or control.

(d) Other Termination. Websoft may terminate this Agreement in the event the Cloud Software or Cloud Service, as applicable, is phased out across Websoft's customer base. In such event, Websoft will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Websoft generally-available offering with comparable functionality.

(e) Survival. All fees that have accrued as of such expiration or termination, and Sections 1, 5, 8, 9-12, 13(c), 14(d), 15, 16 and 17 will survive any expiration or termination hereof.

14. Warranties.

(a) Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; (b) the Agreement does not conflict with any other agreement or arrangement to which a Party is bound, and (c) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

(b) Limited Warranty. Subject to the limitations set forth below, Websoft warrants that during the Subscription Period, the Cloud Service will, in all material respects, operate in conformity with the then-current Cloud Specifications for the applicable Cloud Service version. Websoft's sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty shall be that Websoft shall be required to use commercially reasonable efforts to modify the Cloud Service to conform in all material respects to the Specifications. Customer further acknowledges that the Cloud Service is not guaranteed to operate without interruptions, failures, or errors. Websoft will not be responsible to the extent failure of the Cloud Service to operate as warranted is caused by or results from: (i) any modification to the Cloud Service other than a Supported Modification; (ii) combination, operation or use of the Cloud Service with Customer's or Third Party Services, software or systems;

(iii) abuse, willful misconduct, or negligence by anyone other than Websoft or Websoft's designee; (iv) installation, configuration and use of the Cloud Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Documentation or (v) any of the Exclusions (as defined in the Cloud Service Level Commitment).

(c) Subscription Service Level Commitment. During the Subscription Period, Websoft warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Websoft's failure to achieve the stated Cloud Service performance level.

(d) Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 14, ALL WEBSOFT SERVICES ARE PROVIDED "AS IS" AND WEBSOFT AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE

WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE WEBSOFT SERVICES. WEBSOFT EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE WEBSOFT SERVICES OR MAINTENANCE AND SUPPORT OR THAT THE WEBSOFT SERVICES WILL BE COMPATIBLE OR WORK WITH ANY CUSTOMER OR THIRD-PARTY SOFTWARE OR HARDWARE.

15. Mutual Indemnification.

(a) Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Websoft, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) that a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Software or Cloud Service, or (ii) arising from allegations that Customer has used the Software or Cloud Service in a manner that violates this Agreement or applicable law, or (iii) in connection with the nature and content of Customer Data processed by the Software or Cloud Service.

(b) Indemnification by Websoft.

(i) Intellectual Property Indemnification. Subject to the terms and conditions of this Section 15, Websoft will (a) defend at its expense any filed lawsuit (a "**Claim**") brought against Customer by a third party (the "Claimant") to the extent such Claim alleges that the Cloud Service or Cloud Software provided by Websoft to Customer hereunder violates or infringes the Claimant's patents, trademarks or copyrights or misappropriates the Claimant's trade secrets (collectively, "**IP Rights**"), and (b) either (i) indemnify Customer with respect to any final, non-appealable judgments, costs, fines or penalties awarded, entered or assessed against Customer by a court of competent jurisdiction that directly result from a Claim, or (ii) pay the value of any settlement with the Claimant agreed to by Websoft.

(ii) Websoft Options. If a temporary or permanent injunction is obtained against the use of any part of the Cloud Service or Cloud Software for the reason that they infringe or misappropriate any third party's IP Rights or there is a reasonable likelihood of such an injunction, Websoft

may at its option (a) modify the Cloud Service or Cloud Software to avoid the allegation of infringement, (b) obtain for Customer the right to continue using the Cloud Service or Cloud Software, or (c) replace the allegedly infringing Cloud Service or Cloud Software with non-infringing and functionally equivalent technology. In the event that none of the foregoing is commercially reasonable, Websoft may terminate Customer's right to use the allegedly infringing portion of the Cloud Service or Cloud Software.

(iii) Exclusions. Websoft will not be liable or have any obligations hereunder for any infringement of IP Rights resulting from (a) the combination, utilization or integration of the Cloud Service or Cloud Software with Customer's or any third party's products or technology, (b) compliance with Customer's designs, specifications or instructions; (c) unauthorized modification of the Cloud Service or Cloud Software by any entity other than Websoft, (d) use of the Cloud Service or Cloud Software other than as specified in Websoft's published specifications and documentation, (e) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; or (f) Customer's breach of the Agreement.

(iv) THIS SECTION 15 STATES THE ENTIRE OBLIGATION OF WEBSOFT, ITS AFFILIATES AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF IP RIGHTS BY THE CLOUD SOFTWARE, CLOUD SERVICE OR ANY OTHER WEBSOFT SERVICES.

(c) Indemnification Requirements. In connection with any claim for indemnification under this Section 15, the indemnified party must: (i) provide the indemnifying party prompt written notice of such claim; (ii) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; (iii) give sole authority to the indemnifying party to defend or settle such claim; and (iv) make no admission of liability with respect to the claim. The indemnified party may, at its sole expense, actively participate in any suit or proceeding, through its own counsel.

16. Limitation of Liability.

(a) Waiver of Consequential Damages. Neither Websoft nor any other person or entity involved in creating, producing, or delivering the Websoft Services will be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, loss of revenue, service interruption, computer damage or system failure or the cost of substitute products or services, or other commercial or economic loss of any kind whatsoever, or any liability of Customer to a third party, arising out of or in connection with this Agreement or from the use of or inability to use the Websoft Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, even if Websoft was advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to Customer.

(b) Maximum Liability. In no event will Websoft's aggregate liability hereunder to Customer or any third party arising out of or in connection with this Agreement or from the use of or inability to use the Websoft Services, whether in contract, tort or under any other theory of liability, exceed the total amount paid by Customer in the twelve (12) month period preceding the incident. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.

(c) If Customer or Authorized Users use the Cloud Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Websoft and hold it harmless against those risks.

17. Other Terms and Conditions.

(a) Dispute Resolution. This Agreement is governed by the laws of the State of Utah without regard for its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1) unless the Parties mutually agree otherwise. The place of arbitration will be American Fork, Utah. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy hereunder, seek from any court having

jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs.

(b) Other Agencies. Each Party understands and agrees that this Agreement may be used by other governmental agencies under substantially the same terms and conditions, excluding pricing, duration, scope of services to be provided, and other terms unique to the Customer. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the Customer and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency, other than Customer, assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the Customer or any governmental agency to competitively procure any or all items. The foregoing does not authorize either Party to disclose Confidential Information of the other Party.

(c) Equitable Relief. The Recipient acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information or misappropriation or infringement of a Party's Intellectual Property Rights could cause substantial harm to the Disclosing Party or owner of such Intellectual Property Rights for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure, misappropriation or infringement, the injured Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

(d) Assignment. Websoft may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving merger, acquisition, or the sale of all or substantially all of its stock or assets. Assignment by a Customer of its rights and obligations hereunder requires the advance written consent of Websoft. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(e) Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the transactions set forth herein.

(f) Severability and Amendment If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by all Parties.

(g) Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing by first class mail, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Websoft Services (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 17).

(h) Compliance with Laws. Each party will comply with all applicable laws and regulations with respect

to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Cloud Service or Cloud Software in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Cloud Services or Cloud Software, the Parties agree to comply with all applicable anti- corruption and anti-bribery laws, statutes, and regulations.

(i) Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

(j) Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

(k) Force Majeure. Websoft will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Websoft.

Exhibits Follow

EXHIBIT A
MAINTENANCE AND SUPPORT
AVAILABILTY

This Exhibit A is part of the Websoft Cloud Service Master Agreement Terms and Conditions. It may be updated from time to time by Websoft in its sole discretion.

I. SUPPORT POLICY

Updates
Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Websoft's discretion. Websoft is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Cloud Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Cloud Service.

Support Commitment

In support of the Cloud Service, Websoft will provide Customer with the following first line support: Telephone Support. Websoft's Customer Resource Center (CRC), a live technical support facility, will be available to Customer from 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding Websoft's observed holidays.

Email Support. Websoft provides an electronic mail address (help@sprbrk.com) to which Customer may submit routine or non-critical support requests. Email Support Requests will be addressed by Websoft during its regular business hours of 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday.

Online Support Materials. Websoft will make available to Customer certain archived client-side software updates and other technical information in Websoft's online support databases. This Online Support will be continuously available to Customers.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production database, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is supplied by Websoft, Websoft disclaims all support obligations for such third-party software, unless expressly specified by Websoft in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of Websoft's regular business hours stated above; (c) Support necessitated by external factors outside of Websoft's reasonable control, including any force majeure event or Internet access or related problems.

Response and Resolution Goals

Websoft will respond to Customer's Support Requests in a manner appropriate for the severity of the reported issue and will use good faith efforts to achieve the goals listed below.

A. Critical Severity Level

Definition. System or application is non-functional or seriously affected and there is no reasonable workaround available (e.g., business is halted).

Response goal. Confirmation of receipt within 1 business hour. Update as information arrives or at the interval agreed with the Customer.

Resolution goal. Upon confirmation of receipt, Websoft begins continuous work on the case. Websoftwill put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process.

B. High Severity Level

Definition. System or application is affected and there is no workaround available, or the workaround is impractical (e.g., system response is very slow, day to day operations continue but are impacted by the work around).

Response goal. Confirmation of receipt within 4 business hours.

Resolution goal. Websoft will put forth the effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.

C. Medium Severity Level

Definition. System or application feature is non-functional, and a convenient workaround exists (e.g., non-critical feature is unavailable or requires additional user intervention).

Response goal. Confirmation of receipt within 8 business hours.

Resolution goal. Websoft will put forth the effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.

D. Low Severity Level

Definition. System or application feature works, but there is a minor problem (e.g., incorrect label, or cosmetic defect).

Response goal. Confirmation of receipt within 24 business hours

Resolution goal. Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

II. AVAILABILITY

Service Availability:

Websoft will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Cloud Service provided hereunder and in an applicable Order Form and (b) operate and manage the Cloud Service with a ninety-nine and one-half percent (99.5%) uptime goal (the "**Availability SLA**"), excluding situations identified as "Exclusions" below.

"Exclusions" means any outage that results from any of the following:

(a) Any maintenance performed by Websoft during Websoft's standard maintenance windows. Websoft will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "**Scheduled Maintenance**").

(b) Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:

1. Customer's failure to provide Websoft with reasonable advance prior notice of any pending unusual large deployments of new nodes (e.g., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
2. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions;
3. Any misconfiguration by Customer (as determined in Websoft's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Cloud Service; and
4. Force majeure or other circumstances beyond Websoft's reasonable control that could not be avoided by its exercise of due care.

(c) Failures of the Internet backbone, telecommunications systems, ISP failures, or the network by which Customer connects to the Internet backbone or any other network unavailability.

(d) Any window of time when Customer agrees that Cloud Service availability/unavailability will not be monitored or counted.

(e) Any problems resulting from Customer combining or merging the Cloud Service with any hardware or software not supplied by Websoft or not identified by Websoft in the Specifications as being compatible with the Cloud Service.

(f) Interruptions or delays in providing the Cloud Service resulting from telecommunication or Internet service provider failures. Customer's or any third party's use of the Cloud Service in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Cloud Service falls below the Availability SLA in a given calendar month, Websoft will pay Customer a service credit ("**Service Credit**") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Cloud Service during the applicable calendar month. Websoft will apply any Service Credits only against future Cloud Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Websoft. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Websoft to provide the Cloud Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula: x = (n - y) *100 / n

Notes:

(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus Exclusions; and "y" is the total number of downtime hours in the given calendar month not caused by an Exclusion.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of $280)
90.0% - < 95.0%	10% (max of $560)
80.0% - < 90.0%	20% (max $840)
70.0% - < 80.0%	30% (max of $1,120)
60.0% - < 70.0%	40% (max of $1,400)
< 50%	50% (max of $2,800)

Customer Account Login:
For Websoft user interface access, Websoft uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Websoft will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:
Websoft's SaaS platform (servers, infrastructure, and storage) for the Cloud Service is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world- class physical security, power availability, infrastructure flexibility and growth capacity. Websoft's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.
Security Patching and updates are actively evaluated by engineers and will be deployed based upon

the impact and risk and stability benefits they offer to Websoft's SaaS platform and Customers.

Websoft will attempt to provide customers reasonable prior notice to security changes, updates, and patches, unless the delay will lead to a significant risk of impact to customer data.

Fees:
Maintenance and Support Services, as described herein, are included in the Cloud Service Subscription for no additional fees, except as follows:

Websoft will bill Customer on an hourly basis for the following services that are beyond the scope of standard Maintenance and Support Services;

(a) Maintenance or Support in cases where repeated operator-produced error by the same user continues to occur despite notification to Customer;

(b) Maintenance and Support associated with applications not purchased by Customer from Websoft, as documented in an appropriate Order Form or Statement of Work;

(c) Maintenance and Support outside the scope of this Agreement;

(d) Maintenance and Support necessitated by Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Cloud Software or Cloud Service and compliance with local, state and federal regulations and auditors requirements;

(e) Costs associated with Customer's creation or modification of data in Websoft's database except through the appropriate use of the Cloud Software or Cloud Service;

(f) Costs associated with Customer's own actions to integrate the Cloud Software or Cloud Service with applications or services not purchased from Websoft;

(g) Costs associated with Customer's failure to meet the terms and conditions of this Agreement;

(h) Costs associated with additional labor or out of pocket expenses incurred while providing support to Customer in cases where Websoft has requested but Customer has denied remote access into a user workstation or the server housing the Cloud Software; and

(i) Labor and travel costs associated with providing on-site for services covered by this Agreement.

WEBSOFT DEVELOPERS, INC
PROFESSIONAL SERVICES AGREEMENT
TERMS AND CONDITIONS

These Terms and Conditions, together with each Order Form entered into by the Parties that references such Terms and Conditions, constitute a binding agreement ("**Agreement**") by and between Websoft Developers, Inc. ("**Websoft**") and the Customer identified on the Order Form ("**Customer**"). These Terms and Conditions become effective as of the date of the related Order Form. Each of Websoft and Customer is referred to herein individually as a "**Party**" and collectively as the "**Parties**."

The Agreement governs the provision by Websoft, and the receipt by Customer, of the Professional Services (defined below) that Websoft provides to Customer.

1. SCOPE OF SERVICES.

(a) Subject to compliance with the terms and conditions of the Agreement, Websoft will provide Customer with certain skilled services, such as software implementation, configuration, conversion, customization, upgrade, data extraction, diagnostic, training and/or other services (collectively "**Professional Services**") as specified in the applicable order form executed by Websoft and Customer (each an "**Order Form**"). Any such Order Form must reference these Terms and Conditions.

(b) Each Order Form, or will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a "**Deliverable**"); (ii) applicable fees and payment terms for such Professional Services, if not elsewhere specified, and (iii) other details regarding the Professional Services. All Order Forms will be subject to these Terms and Conditions.

(c) For certain types of Professional Services, Websoft will prepare and make available to Customer a scope of work or cloud migration project packet before commencing such services.

(d) Customer acknowledges that data conversion services are limited to three (3) years of data.

2. CHANGE ORDERS.

If the Customer or Websoft requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any Order Form, the Party seeking the change will propose the applicable changes by written notice.

Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each Party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Websoft will prepare a change order describing the proposed changes and any associated changes in the Deliverables, Deliverable schedule, fees and/or expenses, or other aspects of the change (each, a "Change Order").

Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, the Agreement. If the parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.

In the event the Customer requires significant changes (either individually or cumulatively across Change Order(s)) which Websoft reasonably determines are (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration (as defined below), Websoft may, upon no less than thirty (30) days' notice to the Customer, suspend or terminate the applicable Order Form and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Websoft will not be deemed to have waived any of the Customer's payment obligations in respect of completed Deliverables. A "Supported Configuration" means a software configuration that can be consistently supported by Websoft via APIs, does not require direct database changes and is capable of being tested and maintained by Websoft.

3. ACCEPTANCE.

(a) Acceptance. Unless indicated to the contrary in the Order Form, the Professional Services and accompanying Deliverables will be deemed accepted upon delivery.

(b) Review. Review and testing of Deliverables, if so indicated in the Order Form, shall be conducted pursuant to the acceptance criteria or test plans mutually agreed upon in writing by the Parties and shall take place within the mutually agreed timeframes established in the project plan or schedule. Absent mutual agreement to the contrary, Customer will provide Websoft with written notification of acceptance or rejection for each Deliverable within five (5) business days of delivery (the "**Acceptance Period**"). Failure to reject a Deliverable within the Acceptance Period will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy mutually agreed-upon acceptance criteria, Customer must so notify Websoft in writing before the end of the Acceptance Period, specifying the deficiencies in detail. Websoft will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable.

4. OWNERSHIP RIGHTS AND LICENSES.

(a) License for Deliverables. Subject to these Terms and Conditions and upon payment of fees due under an applicable Order Form, Websoft grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Websoft services. Notwithstanding any other provision of these terms and conditions, nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques, and expertise ("**Tools**") used by Websoft to develop the Deliverables and/or provide the Professional Services.

(b) Proprietary Rights. As between the parties, Websoft shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and any software provided by Websoft, including all modifications, enhancements, and derivative works thereof and any other of

Websoft's products or services, whether created by Websoft or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.

(c) No Reverse Engineering. Deliverables constitute Websoft Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Websoft.

(d) Conflicting Language. In the event any language conflicting with this Section 4 is added to any Order Form or Change Order, the parties expressly agree that such statement will have no effect on Websoft's rights as set out herein.

5. COOPERATION.

(a) Customer Cooperation. Websoft's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation:
(i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Websoft to perform its obligations under each Order Form; (ii) timely delivering any materials and other obligations required under each Order Form; (iii) providing Websoft with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Websoft to perform the Professional Services; (iv) timely responding to Websoft's inquiries related to the Professional Services; (v) assigning a project manager as a primary point of contact for Websoft; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Websoft, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Websoft.

(b) Customer Delays. Delays in Websoft's provision of the Professional Services caused by Customer (each, a "Delay"), during any implementation period may have adverse collateral effects on Websoft's overall work schedule. If Websoft's performance of any of its obligations in respect of the Professional Services is prevented or delayed by any act or omission by Customer, or failure by Customer to perform any of its obligations hereunder the Agreement, such as those identified in subsection (a) above:

- Websoft shall, without limiting its other rights or remedies, have the right to suspend performance of the Professional Services and relieve it from the performance of any of its obligations until Customer remedies the Delay.

- Although Websoft will use its commercially reasonable efforts to promptly resume work following a Delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer.

- Customer agrees that if additional time is required to complete the Professional Services as the result of Customer Delays, such time will be charged to Customer at Websoft's then-current time-and-materials rates.

(c) Customer Postponements. If Customer wishes to postpone or fails to be available for a scheduled meeting, training session or other activity, it shall provide Websoft with no less than two (2) business days' written notice of such postponement or non-availability. If Customer fails to provide such notice in the required time period, Websoft's shall invoice the Customer for lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting. Such liability will be in addition to the charge for the services at the time they are performed.

6. PAYMENT TERMS.

(a) Invoicing and Payment. Customer will be invoiced for the amounts and at the times set forth in the Order Form. Professional Services fees are due and payable within thirty (30) days of the invoice date.

(b) Billing Info & Overdue Charges. Customer is responsible for keeping Websoft accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

(c) Overdue Payments. If any amount owing by Customer hereunder for any of the Professional Services is thirty (30) or more days overdue, Websoft may, without limiting its other rights and remedies, accelerate Customer's other unpaid fee obligations, if any, hereunder (including any Order Form) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.

(d) Taxes. Professional Services fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Websoft has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Websoft with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Websoft is solely responsible for taxes assessable against it based on Websoft's income, property, and employees.

7. WARRANTY.

Websoft warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Websoft's industry. For any breach of the above warranty, Customer's sole remedy will be the re-performance of the applicable Professional Services by Websoft. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. DISCLAIMER.

Section 7 sets forth the sole and exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided hereunder. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WEBSOFT DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WEBSOFT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. TERM AND TERMINATION.

(a) Term. The Agreement commences on the date of last signature on the first Order Form issued hereunder ("**Effective Date**") and will remain in effect until terminated in accordance with this section (the "**Term**"). Each Order Form will commence on the date it is last signed and will expire upon completion of the project set forth in the applicable Order Form.

(b) Cancellation. Once signed by both parties, an Order Form will be non-cancellable, except as otherwise explicitly stated in such Order Form.

(c) Termination. This Agreement will terminate automatically when any agreement for Cloud Services to which this Agreement is related and/or all Order Forms referencing this Agreement are terminated or expired. Either Party may terminate this Agreement for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

(d) Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Websoft in respect of Professional Services and Deliverables provided prior to such termination. Upon any termination of this Agreement, Customer will have no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

(e) Survival. All fees that have accrued as of such expiration or termination, and Sections 1, 5, 8, 9-12, 13(c), 14(d), 15, 16 and 17 will survive any expiration or termination hereof.

10. CONFIDENTIALITY.

(a) Confidentiality Term. The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this Agreement ("**Confidentiality Term**").

(b) Definitions. "**Disclosing Party**" and "**Recipient**" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. "**Confidential Information**" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information, as will information that would reasonably be considered to be confidential given its nature and the circumstances under which it is disclosed. Information which qualifies as Confidential Information may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information.

(c) Confidentiality Obligations. During the Confidentiality Term (as defined below) and subject to the other terms of this Agreement (including Websoft's Privacy Policy, accessible at https://sprbrk.box.com/v/sprbrk-privacy-policy, which URL and its content may be updated from time to time by Websoft), Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees, contractors, or advisors on a need-to-know basis and who are bound by confidentiality and non-use restrictions at least as stringent as those contained herein. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner consistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

(d) Legally Compelled Information. In the event the Recipient becomes legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, or the Recipient determines that it is obligated by law, rule, statute or governmental regulation to disclose any of the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party, if possible, may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Recipient agrees to furnish only that portion of the Confidential Information that it is legally required to furnish and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such

Confidential Information. A Party's obligations hereunder with respect to legally compelled information shall continue to be applicable for all other purposes.

(e) Publicity. During the Term of this Agreement, including the term of any amendment hereto, Websoft may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Websoft Services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Websoft web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Websoft's products or services without Customer's prior written authorization.

(f) Customer's Confidential Information. Websoft will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Websoft may use aggregate Customer Confidential Information for Websoft development, internal training, and other reasonable business purposes not specific to Customer or its End Users.

11. LIMITATION OF LIABILITY.

(a) Waiver of Consequential Damages. Neither Websoft nor any other person or entity involved in creating, producing, or delivering the Professional Services, including any Deliverables, will be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, loss of revenue, service interruption, computer damage or system failure or the cost of substitute products or services, or other commercial or economic loss of any kind whatsoever, or any liability of Customer to a third party, arising out of or in connection with this Agreement or from the use of or inability to use the Professional Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, even if Websoft was advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to Customer.

(b) In no event will Websoft's aggregate liability hereunder to Customer or any third party arising out of or in connection with this Agreement or from the use of or inability to use the Professional Services, whether in contract, tort or under any other theory of liability, exceed the total amount paid by Customer in the twelve (12) month period preceding the incident. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.

12. GENERAL.

(a) Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder must be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing by first class mail, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Professional Services (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12(a)). Customer's email address for communication and notice purposes relating to this

Agreement will be set forth on the Order Form (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Websoft at the e-mail address specified in the Order Form.

(b) Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, the export laws and regulations of the United States and other applicable jurisdictions.

(c) Relationship of Parties. Websoft's relationship with Customer pursuant to this Agreement will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this Agreement will be deemed to create any agency, partnership, or joint venture relationship between the parties.

(d) Use of Contractors. Websoft reserves the right to use third parties (who are under a covenant of confidentiality with Websoft), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation, and custom code development processes.

(e) Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

(f) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

(g) Assignment. Customer may not assign or transfer this Agreement or any Order Form hereunder, whether by operation of law or otherwise, without the prior written consent of Websoft. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(h) Force Majeure. Websoftwill not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Websoft.

(i) Dispute Resolution This Agreement is governed by the laws of the State of Utah without regard for its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1) unless the Parties mutually agree otherwise. The place of arbitration will be the State of Utah. Either party may

apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy hereunder, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs.

(j) Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals, or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this Agreement is incorporated, any Customer Order Form or other order documentation, will be incorporated into or form any part of this Agreement unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or administrative document issued by Customer in connection with this Agreement be deemed to modify, alter, or expand this Agreement, regardless of any failure of Websoft to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this Agreement unless agreed to in writing signed by a duly authorized representative of both parties.

ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES

Contractor: Websoft Developers, Inc. **Date: June 23, 2026**

City Contract No. 2026-185 **Scope of Work: Mobile MMS Subscription**

1. INSURANCE:

Websoft shall not commence work under this Agreement until Websoft has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Websoft allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Websoft shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Websoft, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

(a) Commercial General Liability Insurance: Websoft shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

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

(c) Commercial Automobile Liability Insurance: Websoft shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Websoft owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

(d) Cyber Liability Insurance or Technology Errors and Omissions Insurance: Websoft shall maintain Cyber Liability Insurance with limits not less than Two Million Dollars ($2,000,000.00) per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Websoft in this agreement and shall include, but not be limited to,

claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information or personally identifiable information (PII), alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

If the Websoft carries Technology Errors and Omissions Insurance in lieu of Cyber Liability Insurance, the technology errors and omissions insurance shall provide the same coverage and limit as the Cyber Liability hereinabove described, as well as coverage that insures against professional errors and omissions that may result from providing technology services and products in the same minimum amount per claim and in the aggregate as the aforementioned Cyber Liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Websoft agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work.

(e) Professional Liability Insurance: Websoft shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of Two Million Dollars ($2,000,000.00) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement.

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

(g) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Websoft shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(h) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Websoft, including materials, parts or equipment furnished in connection with such work or operations. The coverage shall be provided in the form of an endorsement to Websoft's insurance (at least as broad as ISO CG 20 10 for ongoing operations and CG 20 37 for products/completed operations for construction services).

(2) For any claims related to this project, Websoft's insurance coverage shall allow and be endorsed primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Websoft's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Websoft shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the sole negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

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

(j) Additional Insurance Requirements: Within five (5) days of the Effective Date, Websoft shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Websoft shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. If a carrier will not provide the required notice of cancellation, the Websoft shall provide written notice to the City no later than ten (10) business days before cancellation; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional and

shall be endorsed to state such; (c) name City of Turlock as a certificate holder; (d) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (e) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (f) contain standard separation of insured provisions; and (g) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

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

(l) Subcontractors: Websoft shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

2. INDEMNIFICATION:

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

Indemnity for other than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Websoft shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or

costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Websoft or by any individual or agency for which Websoft is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Websoft.

3. BUSINESS LICENSE: Contractor shall obtain a business license from City before they commence performance of the Services.

4. TERM: The term of this Agreement shall be five (5) years, effective on July 1, 2026 and terminate on June 30, 2031, subject to City's availability of funds.

5. VOLUNTARY TERMINATION: Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to the other party.

6. CONFLICT: Should any conflict exist between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall prevail.

7. CONFIDENTIALITY AND CALIFORNIA PUBLIC RECORDS ACT COMPLIANCE: Notwithstanding Section 1(f) of Websoft's Cloud Service Master Agreement, Websoft understands and agrees that City must comply with the California Public Records Act, California Government Code section 7920 et seq. which may affect or limit City's obligations under Section 1(f).

8. EXECUTION AND COUNTERPARTS. This Addendum may be executed simultaneously, and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The Parties agree that this Addendum and any other documents to be delivered in connection herewith may be electronically signed and that any electronic signatures appearing on this Addendum or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

9. GOVERNING LAW: This Addendum shall be interpreted, construed, and governed according to the laws of the State of California, and venue for all actions arising from or related to this Agreement shall be in the County of Stanislaus, State of California.

ADDENDUM TO
CITY OF TURLOCK
AGREEMENT FOR SERVICES

Contractor: Websoft Developers, Inc. **Date: June 23, 2026**

City Contract No. 2026-185 **Scope of Work: Mobile MMS Subscription**

10. CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

Raquel Brasil
City of Turlock
Municipal Services – Water Quality Control
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone Number: (209) 668-5590
E-mail Address: rbrasil@turlock.ca.us

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by and through their respective officer's thereunto duly authorized.

CITY OF TURLOCK, a California municipal corporation

By: _____
Christopher Fisher, Interim City Manager

Date: _____

By: _____
Will Richards, Acting Municipal Services Director

APPROVED AS TO FORM:

By: _____
Katie O. Lucchesi, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

WEBSOFT DEVELOPERS, INC., a California corporation

By: _____

Title: _____

Print name: _____

Date: _____

City Council Staff Report

June 23, 2026

From:	Will Richards, Acting Municipal Services Director
Prepared by:	David Huff, Water Quality Control Manager
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFB No. 06-2026 and approving Contract No. 2027-009 with Kemira Water Solutions, Inc. for the supply and delivery of Ferric Chloride for a period of one (1) year, in a total not to exceed amount of $150,000 to be expensed from Fund 410 “Water Quality Control” and Fund 420 “Water”

2. NARRATIVE:

Discussion of Issue

The City of Turlock solicits competitive bids for water and wastewater chemicals for the drinking water distribution system and the Regional Water Quality Control Facility (RWQCF). These facilities will treat up to 6 billion gallons of groundwater and convert 4 billion gallons of wastewater to recycled water each year.

Ferric Chloride is used as an oxidizing agent for hydrogen sulfite in wastewater sludge and serves as a flocculant in water and wastewater treatment.

In parallel with its own solicitations, the City participates with the Bay Area Chemical Consortium (BACC) to solicit bids on water and wastewater treatment chemicals commonly used by other BACC members. Over 60 agencies participated to bid on 30+ chemicals to consolidate purchasing efforts and to obtain the best possible pricing for chemicals. The purpose of the BACC is to allow agencies to combine the chemical purchases together to create a bulk quantity for bid pricing. The combined solicitations of all the agencies are a cooperative purchase agreement that offers vendors an opportunity to sell greater quantities of their products, resulting in lower prices for the agencies.

Bids were issued by BACC on February 19, 2026, on PlanetBids. For fiscal year 26/27, staff recommends awarding based on BACC pricing.

Chemical	Lowest Bidder	Unit Cost, Units	Annual Usage, Units	Total Cost, $
Ferric Chloride	Kemira Water Solutions, Inc.	$1,164 per dry ton	100 dry tons	$150,000 w/28.9% contingency

The City’s actual chemical needs will vary based on water quality and treated water/wastewater demands. In addition, the quantities of specific chemicals may be greater than anticipated during periods of low flows and degradation of water source supply. The full budget authority provides the flexibility to respond to these conditions as needed. A 28.9% contingency was added to the total compensation to cover environmental constraints

previously mentioned. Contract terms are modified (July 1 to June 30) to align with the annual BACC solicitation process to ensure there are no interruptions in chemical supplies.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no impact to the General Fund as a result of the proposed action.

410-51-530.44005_006 “Chemicals Chlorine”

420-52-550.44005_006 “Chemicals Chlorine”

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

A. Do not approve the agreement. This alternative is not recommended as it could jeopardize service and may put the public health and environment at risk.
B. The City Council could elect to issue its own Request for Bids (RFB) for the procurement of the chemical. However, this alternative is not expected to result in a lower bid.

6. ATTACHMENTS:

1. Agreement CC 2027-009 with Kemira Water Solutions for Supply and Delivery of Ferric Chloride

AGREEMENT BETWEEN THE CITY OF TURLOCK

and

Kemira Water Solutions Inc

for

Supply and Delivery of Ferric Chloride

City Contract No. 2027-009

THIS SUPPLIER AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Kemira Water Solutions Inc, a California corporation ("Supplier"), on Wednesday, July 1, 2026 (the "Effective Date"). City and Supplier may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

WHEREAS, City has a need for Supply and Delivery of Ferric Chloride; and

WHEREAS, Supplier has made a proposal to City to provide Supply and Delivery of Ferric Chloride. A description that of which Supplier proposes to provide is included in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, City desires to purchase Supply and Delivery of Ferric Chloride from Supplier, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

AGREEMENT

1. RECITALS:

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 38 of this Agreement, Sections 1 through 38 shall prevail.

2. PURCHASE OF PRODUCT:

Supplier agrees to sell, and City agrees to purchase Supply and Delivery of Ferric Chloride, as described in **Exhibit A**.

3. SAFETY REQUIREMENT:

All services and products must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION:

City agrees to pay Supplier in accordance with **Exhibit A** as full remuneration for performing all Services and furnishing all staffing and materials called for in **Exhibit A** and for performance by Supplier of all of its duties and obligations under this Agreement. In no event shall the annual amount of this Agreement exceed One Hundred Fifty Thousand and No/100ths Dollars ($150,000.00). Supplier agrees that compensation shall be paid in the manner and at the time set forth below:

(a) Invoices: Supplier shall submit dated invoices to City specifying the date, location and service rendered, and the charge therefor.

(b) Payment: All payments by City shall be made in arrears, after satisfactory service, as determined and approved by City, has been provided. Payment shall be made by City no more than thirty (30) days from City's receipt of invoice.

5. TERM OF AGREEMENT:

The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on Wednesday, June 30, 2027 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

6. EXTENSION OF AGREEMENT:

{Intentionally Omitted}

7. INSURANCE :

Supplier shall not commence work under this Agreement until Supplier has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Supplier allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Supplier shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Supplier , its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

7.1. COMMERCIAL GENERAL LIABILITY:

Supplier shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

7.2. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY:

Supplier shall maintain workers' compensation insurance as required by the State of California under the Labor Code. Supplier shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollars ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars ($1,000,000.00) limit for each employee's bodily injury by disease.

7.3. COMMERCIAL AUTOMOBILE LIABILITY:

Service Provider shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than Two Million Dollars ($2,000,000.00) or greater per accident for owned, leased, hired, and non-owned, borrowed automobiles.

7.4. SUDDEN AND ACCIDENTAL POLLUTION INSURANCE:

Supplier shall provide sudden and accidental pollution coverage to City, providing coverage for liability arising out of sudden, accidental, and gradual, and remediation. The policy limit shall be no less than Two Million Dollars ($2,000,000.00) per claim. 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 chemicals to the designated delivery locations withing the City of Turlock. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees and volunteers as additional insureds.

7.5. UMBRELLA OR EXCESS POLICY:

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

7.6. DEDUCTIBLES AND SELF-INSURED RETENTION:

Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Supplier shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7.7. OTHER INSURANCE PROVISIONS:

The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Supplier, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Supplier's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Supplier's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Supplier's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Supplier shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

7.8. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A-:VII or with an insurer to which the City has provided prior approval.

7.9. VERIFICATION OF COVERAGE:

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

7.10. WAIVER OF SUBROGATION:

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

7.11. SUBCONTRACTORS:

Supplier shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7.12. ADDITONAL INSURANCE REQUIREMENTS:

Within five (5) days of the Effective Date, Supplier shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Supplier shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. IF a

carrier will not provide the required notice of cancellation, the Supplier shall provide written notice to the City no later than ten (10) business days before cancellation; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Supplier and shall be endorsed to state such; (c) name City of Turlock as a certificate holder; (d) cover products and completed operations of Supplier, premises owned, occupied, or used by the Supplier or automobiles owned, leased, or hired or borrowed by the Supplier; contain no special limitations on the scope of protection afforded to City; (e) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Supplier's insurance and shall not contribute to it; (f) contain standard separation of insured provisions; and (g) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

8. INDEMNIFICATION:

To the full extent permitted by law, Supplier shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Supplier or by any individual or agency for which Supplier is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Supplier.

9. INDEPENDENT CONTRACTOR RELATIONSHIP:

All acts of Supplier, its agents, officers, and employees and all others acting on behalf of Supplier relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Supplier, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Supplier has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer, or employee of the City is to be considered an employee of Supplier. It is understood by both Supplier and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Supplier, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City.

Supplier shall determine the method, details and means of performing the work and Services to be provided by Supplier under this Agreement. Supplier shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Supplier in fulfillment of this Agreement. Supplier has control over the manner and means of performing the Services under this Agreement. Supplier is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Supplier has the responsibility for employing other persons or firms to assist Supplier in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Supplier, such persons shall be entirely and exclusively under the direction, supervision, and control of Supplier. All terms of

employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Supplier.

It is understood and agreed that as an independent contractor and not an employee of City neither the Supplier or Supplier's assigned personnel shall have any entitlement as a CIty employee, right to act on behalf of the City in any capacity whatsoever as an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Supplier must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Supplier's personnel.

As an independent contractor, Supplier hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. TERMINATION:

Either Party may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to the other party.

11. CONFIDENTIALITY AND CALIFORNIA PUBLIC RECORDS ACT COMPLIANCE:

Supplier understands and agrees that City must comply with the California Public Records Act, California Government Code section 7920 et seq.

12. CONFORMANCE WITH FEDERAL AND STATE LAW:

All equipment, supplies and services used by Supplier in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

13. TIME:

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

14. EXCUSABLE DELAYS; NOTICE TO OTHER PARTY OF DELAY:

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

15. ENTIRE AGREEMENT AND MODIFICATION:

This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Supplier shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Supplier specifically acknowledges that in entering into and executing this Agreement, Supplier relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

16. AMENDMENTS:

Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Supplier to modify the scope of Services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until an Amendment is so executed, City will not be responsible to pay any charges Supplier may incur in performing such additional services, and Supplier shall not be required to perform any such additional services.

17. EXECUTION AND COUNTERPARTS:

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

18. PARTIAL INVALIDITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19. WAIVER:

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

20. AUDIT:

City's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Supplier's charges to City under this Agreement.

Supplier agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for Supplier Services. City's representative shall have the right to reproduce any of the aforesaid documents.

21. GOVERNING LAW:

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

22. HEADINGS NOT CONTROLLING:

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

23. COMPLIANCE WITH LAWS:

Supplier shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. Supplier shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

24. CITY BUSINESS LICENSE:

Supplier will have a City of Turlock business license.

25. ASSIGNMENT:

This Agreement is binding upon City and Supplier and their successors. Except as otherwise provided herein, neither City nor Supplier shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

26. NOTICE:

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

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

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Supplier:
Kemira Water Solutions Inc
Attn: Christina Imbrogno, Commercial Support Manager
4321 W. 6th Street
Lawrence, KS 66049

27. CITY CONTRACT ADMINISTRATOR:

City's contract administrator and contact person for this Agreement is:

Raquel Brasil, Staff Services Administration
156 S. Broadway, Suite 270
Turlock, CA 95380
Telephone: (209) 668-5590 x 4412
E-mail: rbrasil@turlock.ca.us

28. MODIFICATION:

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

29. AUTHORITY:

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

30. VENUE:

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

31. SEVERABILITY:

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

32. ENTIRE AGREEMENT:

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

33. SUPERSEDES PRIOR AGREEMENT:

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

34. MANDATORY AND PERMISSIVE:

"Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

35. SUCCESSORS AND ASSIGNS:

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

36. ATTORNEY'S FEES AND COSTS:

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

37. NECESSARY ACTS AND FURTHER ASSURANCES:

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

38. NO CONFLICT OF INTEREST :

Supplier represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

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

Kemira Water Solutions Inc., a California corporation

SIGNATURE

Christina Imbrogno

FULL NAME

Commercial Support Manager

TITLE

DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

Christopher Fisher

FULL NAME

Acting City Manager

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

Will Richards

FULL NAME

Acting Municipal Services Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

Katie O. Lucchesi

FULL NAME

City Attorney

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

Nichole Fiez

FULL NAME

City Clerk

TITLE

DATE SIGNED

Exhibits List

A - Exhibit A

Exhibit A

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 06-2026
FOR SUPPLY AND DELIVERY OF FERRIC CHLORIDE

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)
https://bacwa.org/about-bacc/

No later than 4:00 PM. PT
Thursday, February 19, 2026

Legal Name of Bidder: Kemira Water Solutions, Inc.

Business Address
4321 W. 6th St.
Lawrence, KS 66049

Telephone Number: (785) 842-7424
Facsimile Number: (785) 842-2629
Email Address: Kwsna.bids@kemira.com

Authorized Representative (Please Print): Christina Imbagna
Signature:
Date: 2/17/2026

I. **All costs except California State sales tax and tariffs for the purchase of FERRIC CHLORIDE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).**

II. **Bidders must submit all of the following, attached to this Bid Form:**
   a. All requirements listed in Section 2.21 Manufacturer's Info.
   b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. **Bidder Obligations**
By signing this Bid Form and entering into individual purchase orders, purchase agreements and /or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

March 13, 2026

Kemira Water Solutions, Inc
Attn: Christina M. Imbrogno
4321 W. 6th St.
Lawrence, KS 66049

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 06-2026 for Supply and Delivery of FERRIC CHLORIDE.

Dear Ms. Imbrogno

We are pleased to advise you that the bid submitted by Kemira Water Solutions, Inc for Bid No. 06-2026 was determined to be the lowest responsive bid for the supply and delivery of FERRIC CHLORIDE during the period July 1, 2026 through June 30, 2027.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Kemira Water Solutions, Inc for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
Bid Results for Project 06-2026 FERRIC CHLORIDE
Bid Due on February 19, 2026 4:00 PM (PDT)
SINGLE BID AWARD

Section	FERRIC CHLORIDE							
Description	**Central Valley**	**East Bay**	**Marin Sonoma Napa**	**North Bay**	**Peninsula**	**Sacramento**	**South Bay**	**Tri Valley**
Unit of Measure	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
Kemira Water Solutions, Inc	1,164.0000	1,214.0000	1,221.0000	1,210.0000	1,223.0000	1,221.0000	1,221.0000	1,236.0000

City Council Staff Report

June 23, 2026

From: Will Richards, Acting Municipal Services Director
Prepared by: David Huff, Water Quality Control Manager
Agendized by: Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFB No. 11-2026 and approving Contract No. 2027-013 with Univar Solutions USA LLC for the supply and delivery of Sodium Bisulfite for a period of one (1) year, in a total not to exceed amount of $200,000 to be expensed from Fund 410 “Water Quality Control”

2. NARRATIVE:

The City of Turlock solicits competitive bids for wastewater chemicals for the Regional Water Quality Control Facility (RWQCF). This facility converts 4 billion gallons of wastewater to recycled water each year. Various chemicals in bulk quantities are used in both wastewater treatment to protect public health and the environment and to ensure the City meets its obligations under its many regulatory permits. The chemical covered under this contract is Sodium Bisulfite, which is used for de-chlorination of treatment wastewater prior to discharge to the San Joaquin River and/or Delta Mendota Canal.
In parallel with its own solicitations, the City participates with the Bay Area Chemical Consortium (BACC) to solicit bids on water and wastewater treatment chemicals commonly used by other BACC members. Over 60 agencies participated to bid on 30+ chemicals to consolidate purchasing efforts and to obtain the best possible pricing for chemicals. The purpose of the BACC is to allow agencies to combine the chemical purchases together to create a bulk quantity for bid pricing. The combined solicitations of all the agencies are a cooperative purchase agreement that offers vendors an opportunity to sell greater quantities of their products, resulting in lower prices for the agencies.

Bids were issued by BACC on February 19, 2026, on PlanetBids. For Fiscal Year 26/27 staff recommends awarding based on BACC pricing.

Chemical	Lowest Bidder	Unit Cost, Units	Annual Usage, Units	Total Cost, $
Sodium Bisulfite	Univar Solutions USA LLC	$1.64 per lb	125,000 gallons	$200,000 (w/ 7.8% contingency)

The City’s actual chemical needs will vary based on water quality and treated water/wastewater demands. In addition, the quantities of specific chemicals may be greater

than anticipated during periods of low flows and degradation of water source supply. The full budget authority provides the flexibility to respond to these conditions as needed. A 7.8% contingency was added to the total compensation to cover environmental constraints previously mentioned. Contract terms are modified (July 1 to June 30) to align with the annual BACC solicitation process to ensure there are no interruptions in chemical supplies.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no impact to the General Fund as a result of the proposed action.

410-51-530.44005_006 “Chemicals Chlorine”

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

A. Do not approve the agreement. This alternative is not recommended as it could jeopardize service and may put the public health and environment at risk.
B. The City Council could elect to issue its own Request for Proposals (RFP) for the procurement of chemical. However, this alternative would likely not result in a lower bid.

6. ATTACHMENTS:

1. Agreement CC 2027-013 with Univar Solutions USA LLC for Sodium Bisulfite

AGREEMENT BETWEEN THE CITY OF TURLOCK

and

Univar Solutions USA LLC.

for

Supply and Delivery of Sodium Bisulfite

City Contract No. 2027-013

THIS SUPPLIER AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Univar Solutions USA LLC., a limited liability company ("Supplier"), on Wednesday, July 1, 2026 (the "Effective Date"). City and Supplier may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

WHEREAS, City has a need for Supply and Delivery of Sodium Bisulfite; and

WHEREAS, Supplier has made a proposal to City to provide Supply and Delivery of Sodium Bisulfite. A description that of which Supplier proposes to provide is included in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, City desires to purchase Supply and Delivery of Sodium Bisulfite from Supplier, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

AGREEMENT

1. RECITALS:

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 38 of this Agreement, Sections 1 through 38 shall prevail.

2. PURCHASE OF PRODUCT:

Supplier agrees to sell, and City agrees to purchase Supply and Delivery of Sodium Bisulfite, as described in **Exhibit A**.

3. SAFETY REQUIREMENT:

All services and products must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION:

City agrees to pay Supplier in accordance with **Exhibit A** as full remuneration for performing all Services and furnishing all staffing and materials called for in **Exhibit A** and for performance by Supplier of all of its duties and obligations under this Agreement. In no event shall the annual amount of this Agreement exceed Two Hundred Thousand and No/100ths Dollars ($200,000.00). Supplier agrees that compensation shall be paid in the manner and at the time set forth below:

(a) Invoices: Supplier shall submit dated invoices to City specifying the date, location and service rendered, and the charge therefor.

(b) Payment: All payments by City shall be made in arrears, after satisfactory service, as determined and approved by City, has been provided. Payment shall be made by City no more than thirty (30) days from City's receipt of invoice.

5. TERM OF AGREEMENT:

The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on Wednesday, June 30, 2027 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

6. EXTENSION OF AGREEMENT:

{Intentionally Omitted}

7. INSURANCE :

Supplier shall not commence work under this Agreement until Supplier has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Supplier allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Supplier shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Supplier , its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

7.1. COMMERCIAL GENERAL LIABILITY:

Supplier shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Five Million Dollars ($5,000,000.00) per occurrence, Ten Million Dollars ($10,000,000.00) general aggregate, and Five Million Dollars ($5,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

7.2. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY:

Supplier shall maintain workers' compensation insurance as required by the State of California under the Labor Code. Supplier shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollars ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars ($1,000,000.00) limit for each employee's bodily injury by disease.

7.3. COMMERCIAL AUTOMOBILE LIABILITY:

Service Provider shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than Two Million Dollars ($2,000,000.00) or greater per accident for owned, leased, hired, and non-owned, borrowed automobiles.

7.4. SUDDEN AND ACCIDENTAL POLLUTION INSURANCE:

Supplier shall provide sudden and accidental pollution coverage to City, providing coverage for liability arising out of sudden, accidental, and gradual, and remediation. The policy limit shall be no less than Five Million Dollars ($5,000,000.00) per claim. 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 chemicals to the designated delivery locations withing the City of Turlock. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees and volunteers as additional insureds.

7.5. UMBRELLA OR EXCESS POLICY:

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

7.6. DEDUCTIBLES AND SELF-INSURED RETENTION:

Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Supplier shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7.7. OTHER INSURANCE PROVISIONS:

The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Supplier, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Supplier's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Supplier's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Supplier's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Supplier shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

7.8. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A-:VII or with an insurer to which the City has provided prior approval.

7.9. VERIFICATION OF COVERAGE:

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

7.10. WAIVER OF SUBROGATION:

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

7.11. SUBCONTRACTORS:

Supplier shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7.12. ADDITONAL INSURANCE REQUIREMENTS:

Within five (5) days of the Effective Date, Supplier shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Supplier shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. IF a

carrier will not provide the required notice of cancellation, the Supplier shall provide written notice to the City no later than ten (10) business days before cancellation; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Supplier and shall be endorsed to state such; (c) name City of Turlock as a certificate holder; (d) cover products and completed operations of Supplier, premises owned, occupied, or used by the Supplier or automobiles owned, leased, or hired or borrowed by the Supplier; contain no special limitations on the scope of protection afforded to City; (e) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Supplier's insurance and shall not contribute to it; (f) contain standard separation of insured provisions; and (g) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

8. INDEMNIFICATION:

To the full extent permitted by law, Supplier shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Supplier or by any individual or agency for which Supplier is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Supplier.

9. INDEPENDENT CONTRACTOR RELATIONSHIP:

All acts of Supplier, its agents, officers, and employees and all others acting on behalf of Supplier relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Supplier, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Supplier has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer, or employee of the City is to be considered an employee of Supplier. It is understood by both Supplier and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Supplier, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City.

Supplier shall determine the method, details and means of performing the work and Services to be provided by Supplier under this Agreement. Supplier shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Supplier in fulfillment of this Agreement. Supplier has control over the manner and means of performing the Services under this Agreement. Supplier is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Supplier has the responsibility for employing other persons or firms to assist Supplier in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Supplier, such persons shall be entirely and exclusively under the direction, supervision, and control of Supplier. All terms of

employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Supplier.

It is understood and agreed that as an independent contractor and not an employee of City neither the Supplier or Supplier's assigned personnel shall have any entitlement as a CIty employee, right to act on behalf of the City in any capacity whatsoever as an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Supplier must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Supplier's personnel.

As an independent contractor, Supplier hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. TERMINATION:

Either Party may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to the other party.

11. CONFIDENTIALITY AND CALIFORNIA PUBLIC RECORDS ACT COMPLIANCE:

Supplier understands and agrees that City must comply with the California Public Records Act, California Government Code section 7920 et seq.

12. CONFORMANCE WITH FEDERAL AND STATE LAW:

All equipment, supplies and services used by Supplier in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

13. TIME:

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

14. EXCUSABLE DELAYS; NOTICE TO OTHER PARTY OF DELAY:

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

15. ENTIRE AGREEMENT AND MODIFICATION:

This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Supplier shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Supplier specifically acknowledges that in entering into and executing this Agreement, Supplier relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

16. AMENDMENTS:

Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Supplier to modify the scope of Services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until an Amendment is so executed, City will not be responsible to pay any charges Supplier may incur in performing such additional services, and Supplier shall not be required to perform any such additional services.

17. EXECUTION AND COUNTERPARTS:

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

18. PARTIAL INVALIDITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19. WAIVER:

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

20. AUDIT:

City's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Supplier's charges to City under this Agreement.

Supplier agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for Supplier Services. City's representative shall have the right to reproduce any of the aforesaid documents.

21. GOVERNING LAW:

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

22. HEADINGS NOT CONTROLLING:

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

23. COMPLIANCE WITH LAWS:

Supplier shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. Supplier shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

24. CITY BUSINESS LICENSE:

Supplier will have a City of Turlock business license.

25. ASSIGNMENT:

This Agreement is binding upon City and Supplier and their successors. Except as otherwise provided herein, neither City nor Supplier shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

26. NOTICE:

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

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

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Supplier:
Univar Solutions USA LLC.
Attn: Jennifer Perras, Sr. Municipal Bid Specialist
8201 S. 212th St
Kent, WA 98032

27. CITY CONTRACT ADMINISTRATOR:

City's contract administrator and contact person for this Agreement is:

Raquel Brasil, Staff Services Technician
156 S. Broadway, Suite 270
Turlock, CA 95380
Telephone: (209) 668-5590 x 4412
E-mail: rbrasil@turlock.ca.us

28. MODIFICATION:

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

29. AUTHORITY:

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

30. VENUE:

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

31. SEVERABILITY:

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

32. ENTIRE AGREEMENT:

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

33. SUPERSEDES PRIOR AGREEMENT:

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

34. MANDATORY AND PERMISSIVE:

"Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

35. SUCCESSORS AND ASSIGNS:

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

36. ATTORNEY'S FEES AND COSTS:

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

37. NECESSARY ACTS AND FURTHER ASSURANCES:

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

38. NO CONFLICT OF INTEREST :

Supplier represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

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

Univar Solutions USA, LLC, a limited liability company

SIGNATURE

Jennifer Perras

FULL NAME

Sr. Municipal Bid Specialist

TITLE

DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

Christopher Fisher

FULL NAME

Acting City Manager

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

Will Richards

FULL NAME

Acting Municipal Services Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

Katie O. Lucchesi

FULL NAME

City Attorney

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

Nichole Fiez

FULL NAME

City Clerk

TITLE

DATE SIGNED

Exhibits List

A - Exhibit A

Exhibit A

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 11-2026
FOR SUPPLY AND DELIVERY OF SODIUM BISULFITE

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)
https://bacwa.org/about-bacc/

No later than 4:00 PM. PT
Thursday, February 19, 2026

Legal Name of Bidder:
Univar Solutions USA, LLC

Business Address
8201 S 212th St
Kent, WA 98032

Telephone Number: 253-872-5040
Facsimile Number: 253-872-5041
Email Address: Muniteam-west@univarsolutions.com

Authorized Representative (Please Print):
Jennifer M. Perras
Signature:
Date: 2/13/2026

I. **All costs except California State sales tax and tariffs for the purchase of SODIUM BISULFITE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).**

II. **Bidders must submit all of the following, attached to this Bid Form:**
   a. All requirements listed in Section 2.21 Manufacturer's Info.
   b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. **Bidder Obligations**
By signing this Bid Form and entering into individual purchase orders, purchase agreements and /or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

1692799v1

March 13, 2026

Univar Solutions USA, LLC
Attn: Jennifer M Perras
8201 S 21st St.
Kent, WA 98032

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 11-2026 for Supply and Delivery of Sodium Bisulfite.

Dear Ms. Perras

We are pleased to advise you that the bid submitted by Univar Solutions USA, LLC. for Bid No. 11-2026 was determined to be the lowest responsive bid for the supply and delivery of Sodium Bisulfite during the period July 1, 2026 through June 30, 2027.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Univar Solutions USA, LLC. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
Bid Results for Project 11-2026 SODIUM BISULFITE
Bid Due on February 19, 2026 4:00 PM (PDT)
SINGLE BID AWARD

Section	Sodium Bisulfite 25%							SODIUM BISULFITE 40% Solution		
Description	**Central Valley**	**East Bay**	**Marin Sonoma Napa**	**North Bay**	**Peninsula**	**Sacramento**	**South Bay**	**Central Valley**	**East Bay**	**Sacramento**
Unit of Measure	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal
Univar Solutions USA LLC.	$1.6350	$1.6350	$1.6350	$1.6350	$1.6350	$1.6350	$1.6350	$3.1000	$5.4000	$2.3200

City Council Staff Report

June 23, 2026

From:	Will Richards, Acting Municipal Services Director
Prepared by:	David Huff, Water Quality Control Manager
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid No. 2026-RFP-016 and approving Contract No. 2026-159 with Microbac Laboratories, Inc. for Laboratory Analysis Services for a period of five (5) years, in a total not to exceed amount of $1,800,000 to be expensed from Fund 410 “Water Quality Control” account 410-51-530.43311 “Analysis Water Waste”, Fund 420 “Water” account 420-52-550.43513 “Water Well Analysis”, Fund 420 “Water” account 420-52-550.43504 “PCE Monitoring & Remediation”, Fund 416 “Recycled Water Sales” account 416-51-530.43311 “Analysis Water Waste” (WQC)

2. NARRATIVE:

The City of Turlock is required to conduct extensive laboratory testing to comply with State and Federal drinking water, wastewater, recycled water, biosolids, and environmental regulations. While the Regional Water Quality Control Facility (RWQCF) laboratory performs many routine analyses, specialized testing must be performed by a California Environmental Laboratory Accreditation Program (ELAP) certified laboratory with the equipment, certifications, and technical expertise necessary to meet regulatory requirements.

The Municipal Services Department operates the City's drinking water, wastewater, stormwater, and recycled water systems. These systems include drinking water wells, water storage tanks, and the Regional Water Quality Control Facility. Collectively, these facilities serve approximately 20,000 water connections and process up to 40 million gallons of drinking water and 12 million gallons of wastewater per day. Regulatory compliance requires routine laboratory analyses on daily, weekly, monthly, quarterly, and annual schedules.

The City's drinking water system is regulated by the State Water Resources Control Board, Division of Drinking Water. The Division requires routine monitoring and laboratory analyses to ensure compliance with drinking water regulations and water quality standards. In addition to routine monitoring, specialized analyses are periodically required to support regulatory compliance, permitting requirements, and the continued operation of the City's water treatment and distribution systems.

The RWQCF operates under National Pollutant Discharge Elimination System (NPDES) permits that require routine monitoring and laboratory analyses to protect water quality and ensure permit compliance. In addition to routine monitoring, the City periodically conducts specialized studies, including Water Characterization Monitoring, Whole Effluent Toxicity testing, Constituents of Emerging Concern studies, Far-Field Dilution Studies, and other regulatory investigations necessary to support permit compliance and future permitting requirements.

The Purchasing Division issued RFP No. 2026-RFP-016 for laboratory analysis services.

Two proposals were received:
1. Microbac Laboratories, Inc.
2. BSK Associates, Inc.

Proposals were evaluated based on qualifications, experience, technical capabilities, proximity to the City's laboratory facilities, and the ability to perform required analyses within regulatory holding times. The RFP required proposers to perform a minimum of 70 percent of analytical testing in-house and maintain the certifications necessary to support the City's compliance obligations. Staff determined that Microbac Laboratories, Inc. submitted the most qualified proposal and demonstrated the ability to meet the City's operational, technical, and regulatory requirements.

Staff is recommending authorization to award RFP No. 2026-RFP-016 and approve Contract No. 2026-159 with Microbac Laboratories, Inc.

Approval of this agreement will ensure the continued availability of certified laboratory services necessary to maintain compliance with regulatory requirements, support current and future monitoring programs, and protect public health and the environment.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no impact to the General Fund as a result of the proposed action.
Funding for laboratory analysis services is budgeted annually within the Water Quality Control, Water, and Recycled Water enterprise funds. The proposed five year contract authorization provides sufficient capacity to address routine regulatory monitoring requirements, specialized studies, and future analytical needs associated with the City's drinking water, wastewater, recycled water, and environmental compliance programs.

410-51-530.43311 “Contract - Analysis Water Waste”
420-52-550.43513 “Water Well Analysis”
420-52-550.43504 “PCE Monitoring & Remediation”
416-51-530.43311 “Contract - Analysis Water Waste”

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

A. Do not approve this Agreement. This alternative is not recommended because without a qualified ELAP-certified contract laboratory, the City would be unable to perform certain required compliance monitoring and analytical testing necessary to meet regulatory requirements. Failure to conduct required analyses could result in permit violations, regulatory enforcement actions, and increased risks to public health and the environment.

6. ATTACHMENTS:

1. Agreement No. 2026-159 with Microbac Laboratories, Inc.

AGREEMENT BETWEEN THE CITY OF TURLOCK

and

Microbac Laboratories, Inc.

for

Laboratory Analysis Services

City Contract No. 2026-159

THIS SERVICE PROVIDER AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Microbac Laboratories, Inc., a Pennsylvania corporation ("Service Provider"), on Wednesday, July 1, 2026 (the "Effective Date"). City and Service Provider may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform Service Provider services to assist City with the Laboratory Analysis Services (the "Project").

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

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

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

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

AGREEMENT

1. RECITALS:

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 52 of this Agreement, the Sections 1 through 52 shall prevail.

2. TERM:

The term of this Agreement shall be five (5) years and will commence on the Effective Date and terminate on Monday, June 30, 2031 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. EXTENSION OF AGREEMENT:

{Intentionally Omitted}

4. EFFECTIVE DATE:

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

5. WORK:

5.1. SERVICES:

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

5.2. CITY REQUESTED MODIFICATION OF SERVICES:

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

5.3. SERVICE PROVIDER REQUESTED MODIFICATION IN SERVICES:

Service Provider shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

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

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

B. City agrees that the work requires a Modification;

C. City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule.

6. COMPENSATION:

6.1. AMOUNT, TIME AND MANNER OF PAYMENT FOR SERVICE PROVIDER SERVICES:

City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index ("CPI") for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Service Provider shall not exceed One Million Eight Hundred Thousand and No/100ths Dollars ($1,800,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. DEPOSIT:

{Intentionally Omitted}

6.3. SUBSEQUENT PAYMENTS:

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

6.4. INVOICES:

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

7. NOTICE TO PROCEED:

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

8. TIME OF PERFORMANCE:

Service Provider warrants that it will commence performance of the Services within ten (10) calendar days of the date the Agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. CITY ASSISTANCE TO SERVICE PROVIDER:

{Intentionally Omitted}

10. TIME AND PERSONNEL DEVOTED TO SERVICES:

Service Provider shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

11. PERFORMANCE BY QUALIFIED PERSONNEL; NO SUBCONTRACTING:

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

12. REPRESENTATIONS OF SERVICE PROVIDER:

City relies upon the following representations by Service Provider in entering into this Agreement:

12.1. QUALIFICATIONS:

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

12.2. SERVICE PROVIDER PERFORMANCE:

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

12.3. NO WAIVER OF CLAIMS:

The granting of any progress payment by City, or the receipt thereof by Service Provider, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Service Provider to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. CITY'S REMEDIES ARE CUMULATIVE:

Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Service Provider may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

12.5. NO CONFLICT OF INTEREST:

Service Provider represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. CONFORMITY WITH LAW AND SAFETY:

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

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

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

14. CONFIDENTIALITY:

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

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

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

15. EXCUSABLE DELAYS; NOTICE TO OTHER PARTY OF DELAY:

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

16. ASSIGNMENT PROHIBITED:

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

17. SUSPENSION OF SERVICES BY CITY:

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

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

18. OWNERSHIP OF WORK PRODUCT:

Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, Service Provider or technical information or data, photographs, notes, letters, emails or any original works of authorship created by

Service Provider or its subcontractors or subcontractors in connection with Services performed under this Agreement ("Products") shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of City. In the event it is ever determined that any Product created by Service Provider or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Service Provider hereby assigns all copyrights to such Products to City. With the prior written approval of City's point of contact for the Project, Service Provider may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

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

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

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

19. TERMINATION OF WORK BY CITY FOR ITS CONVENIENCE:

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

A. Service Provider shall deliver copies of all Products prepared by it pursuant to this Agreement.

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

C. Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Service Provider after the date of the notice of termination.

20. ASSURANCE OF PERFORMANCE:

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

21. CANCELLATION FOR BREACH BY EITHER PARTY:

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

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

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

22. NON-DISCRIMINATION:

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

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

23. ARBITRATION OF DISPUTES:

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

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

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

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

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

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

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

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

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

D. These additional rules shall be implemented and applied by the arbitrator.

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

24. INSURANCE COVERAGE:

During the Term, the Service Provider, at its own cost and expense, shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers admitted in California with a current A M Best's rating of no less than A-:VII and will provide City with written proof of said insurance. Service Provider shall maintain coverage as follows:

24.1. COMMERCIAL GENERAL LIABILITY:

Service Provider shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

24.2. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY:

Service Provider shall maintain workers' compensation insurance as required by the State of California under the Labor Code. Service Provider shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollars ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars ($1,000,000.00) limit for each employee's bodily injury by disease.

24.3. PROFESSIONAL LIABILITY:

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

24.4. COMMERCIAL AUTOMOBILE LIABILITY:

Service Provider shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than One Million Dollars ($1,000,000.00) or greater per accident for owned, leased, hired, and non-owned, borrowed automobiles.

24.5. UMBRELLA OR EXCESS POLICY:

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

24.6. WAIVER OF SUBROGATION:

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

25. ADDITIONAL INSURANCE REQUIREMENTS:

Within five (5) days of the Effective Date, Service Provider shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and

Service Provider shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Service Provider and shall be endorsed to state such; (c) cover products and completed operations of Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles owned, leased, or hired or borrowed by the Service Provider; contain no special limitations on the scope of protection afforded to City; (d) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Service Provider's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

26. INDEMNIFICATIONS:

26.1. INDEMNIFICATION FOR PROFESSIONAL LIABILITY:

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

26.2. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY:

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

27. LIABILITY OF CITY:

Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including,

but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

28. INDEPENDENT CONTRACTOR:

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

29. SERVICE PROVIDER NOT AGENT:

Except as City may specify in writing, Service Provider shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

30. PAYMENT OF TAXES AND OTHER EXPENSES:

Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Service Provider.

31. NOTICES:

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

If to City:
City of Turlock
Attn: Will Richards, Acting Municipal Services Director
156 S. Broadway, Suite 270
Turlock, California 95380

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Service Provider:
Microbac Laboratories, Inc.
Attn: Mario D'Onofrio, Technical Manager
2300 Maryann Drive
Turlock, CA 95380

32. CITY CONTRACT ADMINISTRATOR:

City's contract administrator and contact person for this Agreement is:

Raquel Brasil, Staff Services Technician
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5590 x 4412
E-mail: rbrasil@turlock.ca.us

33. INTERPRETATION:

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

34. USE OF CITY PROJECT NUMBER:

{Intentionally Omitted}

35. MODIFICATION:

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

36. WAIVER:

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

37. ASSIGNMENT:

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

38. AUTHORITY:

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

39. DRAFTING AND AMBIGUITIES:

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and

revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

40. GOVERNING LAW:

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

41. VENUE:

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

42. SEVERABILITY:

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

43. EXECUTION AND COUNTERPARTS:

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

44. AUDIT:

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

45. ENTIRE AGREEMENT:

This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

46. SUPERSEDES PRIOR AGREEMENT:

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

47. MANDATORY AND PERMISSIVE:

"Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

48. SUCCESSORS AND ASSIGNS:

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

49. HEADINGS:

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

50. ATTORNEY'S FEES AND COSTS:

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

51. NECESSARY ACTS AND FURTHER ASSURANCES:

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

52. TIME IS OF THE ESSENCE:

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

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

MICROBAC LABORATORIES, INC., a Pennsylvania corporation

SIGNATURE

Mario D'Onofrio

FULL NAME

Technical Manager

TITLE

DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

Christopher Fisher

FULL NAME

Acting City Manager

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

Will Richards

FULL NAME

Acting Municipal Services Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

Katie O. Lucchesi

FULL NAME

City Attorney

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

Nichole Fiez

FULL NAME

City Clerk

TITLE

DATE SIGNED

Exhibits List

A - Price_Proposal

B - Methodology for Scope of Work

C - Exhibit_A_Addendum

D - Laboratory_Staff_Organization_and_Responsibilities

Exhibit A

Price_Proposal

SB 1383 requirements are **not applicable** to this solicitation.

SECTION 13: PRICE PROPOSAL

CONVENTIONAL

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
1	Ammonia as N	mg/L	SM4500NH3-C or equivalent	1	28 days	60	$33.60
2	Hardness, Total (as CaCO3)	mg/L	EPA 200.7	2.5	6 months	20	$42.00
3	Methylene active blue substances (MBAS)	mg/L	SM5540C	0.05	48 hours	14	$184.00
4	Turbidity	NTU	SM2130B	0.1	24 hours	15	$25.20
5	BOD, 5-day	mg/L	SM5210B	2	6 hours	35	$33.60
6	Fecal Coliform Organisms	MPN/ 100mL	SM9221E	<1.8	6 hours	14	$50.40
7	Total Coliform Organisms	MPN/ 100mL	SM9221B	<1.8	6 hours	30	$50.40!
8	Total Coliform Organisms	MPN/ 100mL	SM9223B	<1	6 hours	60	$42.00!
9	E. coli Organisms	MPN/ 100mL	SM9223B	<1	6 hours	60	$42.00!
10	Heterotrophic Plate Count (HPC)	CFU/ mL	SM9215B or equivalent	1	8 hours	20	$46.20
11	Nitrate as N	mg/L	EPA 300	0.25	48 hours	82	$25.20
12	Nitrite as N	mg/L	EPA 300	0.4	48 hours	24	$25.20
13	Nitrate plus Nitrite as N	mg/L	EPA 300	0.2	48 hours	24	$54.60
14	Total Kjeldahl Nitrogen (TKN)	mg/L	SM4500NH3-B,B	2.5	7 days	12	$42.00
15	Total Suspended Solids (TSS)	mg/L	SM2540D	5	7 days	35	$33.60
16	Total Dissolved Solids (TDS)	mg/L	SM2540C	10	7 days	12	$21.00
17	Total Solids (TS)	mg/L	SM2540B	10	7 days	24	$21.00
18	pH	Std. units	SM4500H+B	0.1	Analyze immediately (0.25 hour)	20	$16.80

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
19	Temperature	°C	SM2560B	0.1	Analyze immediately (0.25 hour)	20	$12.60
20	Specific Conductance (EC)	µmhos/cm	SM2510B or equivalent	1	28 days	20	$16.80

PRIORITY POLLUTANT METALS & CYANIDE

Line Item	Constituent	Unit	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
21	Antimony	µg/L	EPA 200.8	0.5	6 months	24	$28.60
22	Arsenic	µg/L	EPA 200.8	1	6 months	60	$28.60
23	Beryllium	µg/L	EPA 200.8	0.1	6 months	24	$28.60
24	Cadmium	µg/L	EPA 200.8	0.1	6 months	24	$28.60
25	Chromium (Total)	µg/L	EPA 200.8	0.5	6 months	24	$28.60
26	Chromium (III)	µg/L	[CALC]	0.5	6 months	24	$16.00
27	Chromium (VI)	µg/L	EPA 218.6	0.5	6 months	24	$92.40
28	Copper	µg/L	EPA 200.8	0.5	6 months	60	$28.60
29	Lead	µg/L	EPA 200.8	0.5	6 months	60	$28.60
30	Mercury	ng/L	EPA 1631E	0.5	28 days	24	$162.75
31	Nickel	ug/L	EPA 200.8	1	6 months	24	$28.60
32	Selenium	ug/L	EPA 200.8	1	6 months	24	$28.60
33	Silver	ug/L	EPA 200.8	0.25	6 months	24	$28.60
34	Thallium	ug/L	EPA 200.8	1	6 months	24	$28.60
35	Zinc	ug/L	EPA 200.8	1	6 months	24	$28.60
36	Cyanide	ug/L	SM4500CN E	5	24 hours	24	$80.00

SEMI AND NON-VOLATILE ORGANICS

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
37	2-Chlorophenol	ug/L	EPA 625.1	2	7 days	24	*
38	2,4-Dichlorophenol	ug/L	EPA 625.1	1	7 days	24	*
39	2,4-Dimethylphenol	ug/L	EPA 625.1	1	7 days	24	*
40	2-Methyl-4,6- Dinitrophenol	ug/L	EPA 625.1	5	7 days	24	*
41	2,4-Dinitrophenol	ug/L	EPA 625.1	5	7 days	24	*
42	2-Nitrophenol	ug/L	EPA 625.1	2	7 days	24	*
43	4-Nitrophenol	ug/L	EPA 625.1	10	7 days	24	*
44	3-Methyl-4-Chlorophenol	ug/L	EPA 625.1	1	7 days	24	*
45	Pentachlorophenol (PCP)	ug/L	EPA 625.1	1	7 days	24	*
46	Phenol	ug/L	EPA 625.1	1	7 days	24	*
47	2,4,6-Trichlorophenol	ug/L	EPA 625.1	2	7 days	24	*
48	Acenapthene	ug/L	EPA 625.1	0.5	7 days	24	*
49	Acenaphthylene	ug/L	EPA 625.1	0.2	7 days	24	*
50	Anthracene	ug/L	EPA 625.1	2	7 days	24	*
51	Benzidine	ug/L	EPA 625.1	5	7 days	24	*
52	Benzo(a)anthracene	ug/L	EPA 625.1	2	7 days	24	*
53	Benzo(a)pyrene	ug/L	EPA 625.1	2	7 days	24	*
54	Benzo(b)fluoranthene	ug/L	EPA 625.1	2	7 days	24	*
55	Benzo(ghi)perylene	ug/L	EPA 625.1	0.3	7 days	24	*
56	Benzo(k)fluoranthene	ug/L	EPA 625.1	2	7 days	24	*
57	Bis (2- chloroethoxy) methane	ug/L	EPA 625.1	2	7 days	24	*
58	Bis (2-chloroethyl) ether	ug/L	EPA 625.1	1	7 days	24	*
59	Bis (2- chloroisopropyl) ether	ug/L	EPA 625.1	2	7 days	24	*

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
60	Bis (2- ethylhexyl) phthalate	ug/L	EPA 625.1	1	7 days	24	*
61	4-Bromophenyl phenyl ether	ug/L	EPA 625.1	2	7 days	24	*
62	Butylbenzyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
63	2-Chloronaphthalene	ug/L	EPA 625.1	2	7 days	24	*
64	4-Chlorophenyl phenyl ether	ug/L	EPA 625.1	2	7 days	24	*
65	Chrysene	ug/L	EPA 625.1	2	7 days	24	*
66	Dibenzo (a,h) anthracene	ug/L	EPA 625.1	0.2	7 days	24	*
67	Diethyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
68	Dimethyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
69	Di-n-butyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
70	2,4-Dinitrotoluene	ug/L	EPA 625.1	2	7 days	24	*
71	2,6-Dinitrotoluene	ug/L	EPA 625.1	2	7 days	24	*
72	Di-n-octyl phthalate	ug/L	EPA 625.1	2	7 days	24	*
73	1,2-Diphenylhydrazine	ug/L	EPA 625.1	1	7 days	24	*
74	Fluoranthene	ug/L	EPA 625.1	0.4	7 days	24	*
75	Fluorene	ug/L	EPA 625.1	0.3	7 days	24	*
76	Hexachlorobenzene	ug/L	EPA 625.1	1	7 days	24	*
77	Hexachlorobutadiene	ug/L	EPA 625.1	1	7 days	24	*
78	Hexachlorocyclopentadiene	ug/L	EPA 625.1	2	7 days	24	*
79	Hexachloroethane	ug/L	EPA 625.1	1	7 days	24	*
80	Indeno(1,2,3-cd)pyrene	ug/L	EPA 625.1	0.3	7 days	24	*
81	Isophorone	ug/L	EPA 625.1	1	7 days	24	*
82	Parachlorometa cresol	ug/L	EPA 625.1	1	7 days	24	*

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
83	Naphthalene	ug/L	EPA 625.1	0.3	7 days	24	*
84	Nitrobenzene	ug/L	EPA 625.1	1	7 days	24	*
85	N-nitrosodimethylamine	ug/L	EPA 625.1	5	7 days	24	*
86	N-nitrosodi-n- propylamine	ug/L	EPA 625.1	2	7 days	24	*
87	N-nitrosodiphenylamine	ug/L	EPA 625.1	1	7 days	24	*
88	Phenanthrene	ug/L	EPA 625.1	0.26	7 days	24	*
89	Pyrene	ug/L	EPA 625.1	0.4	7 days	24	*
90	1,2,4-Trichlorobenzene	ug/L	EPA 625.1	1	7 days	24	*
91	1,2 Benzanthracene	ug/L	EPA 625.1	1	7 days	24	*
92	3,4 Benzofluoranthene	ug/L	EPA 625.1	1	7 days	24	*
93	Di(2-ethylhexyl)adipate	ug/L	EPA 625.1	2	7 days	24	*

VOLATILE ORGANICS

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
94	Acrolein	ug/L	EPA 624.1	5	14 days	24	**
95	Acrylonitrile	ug/L	EPA 624.1	2	14 days	24	**
96	Benzene	ug/L	EPA 624.1	0.5	14 days	24	**
97	Bromoform	ug/L	EPA 624.1	0.5	14 days	24	**
98	Carbon tetrachloride	ug/L	EPA 624.1	0.5	14 days	30	**
99	Chlorobenzene	ug/L	EPA 624.1	0.5	14 days	24	**
100	Chlorodibromomethane	ug/L	EPA 624.1	0.5	14 days	30	**
101	Chloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
102	2-Chloroethylvinyl ether	ug/L	EPA 624.1	1	14 days	24	**

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
103	Chloroform	ug/L	EPA 624.1	0.5	14 days	24	**
104	Dichlorobromomethane	ug/L	EPA 624.1	0.5	14 days	24	**
105	1,2-Dibromo-3- chloropropane (DBCP)	ug/L	EPA 504.1	0.01	14 days	24	*+++
106	1,2-Dichlorobenzene	ug/L	EPA 624.1	0.5	14 days	24	**
107	1,3-Dichlorobenzene	ug/L	EPA 624.1	0.5	14 days	24	**
108	1,4-Dichlorobenzene	ug/L	EPA 624.1	0.5	14 days	24	**
109	1,1-Dichloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
110	1,2-Dichloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
111	1,1-Dichloroethylene (DCE)	ug/L	EPA 624.1	0.5	14 days	24	**
112	1,2-Dichloropropane	ug/L	EPA 624.1	0.5	14 days	24	**
113	1,3-Dichloropropylene	ug/L	EPA 624.1	0.5	14 days	24	**
114	cis-1,3- Dichloropropylene	ug/L	EPA 624.1	0.5	14 days	24	**
115	trans-1,3- Dichloropropylene	ug/L	EPA 624.1	0.5	14 days	24	**
116	Ethylbenzene	ug/L	EPA 624.1	0.5	14 days	24	**
117	Ethylene Dibromide (EDB), or 1,2-Dibromoethane	ug/L	EPA 504.1	0.02	14 days	36	*+++
118	Methyl-tert-butyl-ether (MTBE)	ug/L	EPA 8260	1	14 days	24	***
119	Methyl bromide (Bromomethane)	ug/L	EPA 624.1	1	14 days	24	**
120	Methyl chloride	ug/L	EPA 624.1	0.5	14 days	24	**
121	Methylene chloride	ug/L	EPA 624.1	0.5	14 days	24	**
122	1,1,2,2- Tetrachloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
123	Tetrachloroethylene (PCE)	ug/L	EPA 624.1	0.5	14 days	24	**
124	Trichlorofluoromethane	ug/L	EPA 624.1	0.5	14 days	24	**
125	Styrene	ug/L	EPA 8260	1	14 days	24	***

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
126	Xylenes	ug/L	EPA 624.1	0.5	14 days	24	**
127	Toluene	ug/L	EPA 624.1	0.5	14 days	24	**
128	trans-1,2- Dichloroethylene	ug/L	EPA 624.1	0.5	14 days	24	**
129	1,1,1-Trichloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
130	1,1,2-Trichloroethane	ug/L	EPA 624.1	0.5	14 days	24	**
131	Trichloroethylene (TCE)	ug/L	EPA 624.1	0.5	14 days	24	**
132	Vinyl chloride	ug/L	EPA 624.1	0.5	14 days	24	**
133	1,2,3-Trichloropropane (TCP)	ug/L	SRL 524M-TCP	0.005	14 days	48	$138.60
134	1,2-Dibromo-3-chloropropane (DBCP)	ug/L	EPA 504.1	0.01	14 days	36	*+++
135	Volatile Organics	ug/L	EPA 524.2	--	14 days	24	$231.00

CHLORINATED PESTICIDES & PCBS

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
136	Aldrin	ug/L	EPA 608.3	0.005	7 days	24	****
137	alpha-BHC	ug/L	EPA 608.3	0.005	7 days	24	****
138	beta-BHC	ug/L	EPA 608.3	0.005	7 days	24	****
139	delta-BHC	ug/L	EPA 608.3	0.005	7 days	24	****
140	gamma-BHC (Lindane)	ug/L	EPA 608.3	0.005	7 days	24	****
141	Chlordane	ug/L	EPA 608.3	0.1	7 days	24	****
142	4,4'-DDD	ug/L	EPA 608.3	0.05	7 days	24	****
143	4,4'-DDE	ug/L	EPA 608.3	0.05	7 days	24	****
144	4,4'-DDT	ug/L	EPA 608.3	0.01	7 days	24	****
145	Dieldrin	ug/L	EPA 608.3	0.01	7 days	24	****

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
146	Endosulfan I	ug/L	EPA 608.3	0.05	7 days	24	****
147	Endosulfan II	ug/L	EPA 608.3	0.05	7 days	24	****
148	Endosulfan sulfate	ug/L	EPA 608.3	0.05	7 days	24	****
149	Endrin	ug/L	EPA 608.3	0.01	7 days	24	****
150	Endrin aldehyde	ug/L	EPA 608.3	0.01	7 days	24	****
151	Endrin ketone	ug/L	EPA 608.3	0.01	7 days	24	****
152	Heptachlor	ug/L	EPA 608.3	0.01	7 days	24	****
153	Heptachlor epoxide	ug/L	EPA 608.3	0.01	7 days	24	****
154	Methoxychlor	ug/L	EPA 608.3	1	7 days	24	****
155	PCB 1016	ug/L	EPA 608.3	0.5	7 days	24	****
156	PCB 1221	ug/L	EPA 608.3	0.5	7 days	24	****
157	PCB 1232	ug/L	EPA 608.3	0.5	7 days	24	****
158	PCB 1242	ug/L	EPA 608.3	0.5	7 days	24	****
159	PCB 1248	ug/L	EPA 608.3	0.5	7 days	24	****
160	PCB 1254	ug/L	EPA 608.3	0.5	7 days	24	****
161	PCB 1260	ug/L	EPA 608.3	0.5	7 days	24	****
162	Toxaphene	ug/L	EPA 608.3	0.5	7 days	24	****
163	Atrazine	ug/L	EPA 507	0.5	14 days	24	+++
164	Alachor	ug/L	EPA 507	1	14 days	24	+++
165	Bentazon	ug/L	EPA 515.4	2	14 days	24	+
166	Carbofuran	ug/L	EPA 531.2	2	28 days	24	++
167	2,4-D	ug/L	EPA 515.4	10	14 days	24	+
168	Dalapon	ug/L	EPA 515.4	10	14 days	24	+

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
169	Dinoseb	ug/L	EPA 515.4	2	14 days	24	+
170	Diquat	ug/L	EPA 549.2	4	7 days	24	$204.75
171	Endothal	ug/L	EPA 548.1	45	7 days	24	$183.75
172	Molinate (Ordram)	ug/L	EPA 507	2	14 days	24	+++
173	Oxamyl	ug/L	EPA 531.2	20	28 days	24	++
174	Picloram	ug/L	EPA 515.3	1	14 days	24	+
175	Simazine (Princep)	ug/L	EPA 507	1	14 days	24	+++
176	Thiobencarb	ug/L	EPA 525.3	1	14 days	24	$155.40
177	2,4,5-TP (Silvex)	ug/L	EPA 515.4	2	14 days	24	+

OTHER CONSTITUENTS

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
178	Chlorpyrifos	ug/L	EPA 625.1M	0.015	14 days	24	++++
179	Diazinon	ug/L	EPA 625.1M	0.1	14 days	24	++++
180	2,3,7,8-TCDD (Dioxin)	ug/L	EPA 1613B	0.000005	30 days	24	$365.00
181	Aluminum	ug/L	EPA 200.8	50	6 months	24	$28.60
182	Asbestos	MFL	EPA 100.1/100.2	2	48 hours	14	$252.00
183	Iron	ug/L	EPA 200.8	50	6 months	29	$28.60
184	Manganese	ug/L	EPA 200.8	10	6 months	29	$28.60
185	Oil and Grease	mg/L	EPA 1664A	5	28 days	25	$92.40
186	Methylmercury	ng/L	EPA 1630	0.05	6 months	14	$300.00
187	Magnesium	mg/L	EPA 200.7	1	6 months	24	$18.60

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
188	Barium	ug/L	EPA 200.8	10	6 months	29	$28.60
189	Boron	ug/L	EPA 200.8	100	6 months	29	$28.60
190	Phosphorus, Total as P	mg/L	SM4500P E	0.05	28 days	40	$37.80
191	Chloride	mg/L	EPA 300	5	48 hours	29	$21.00
192	Potassium	mg/L	EPA 200.7	1	6 months	12	$18.60
193	Sodium	mg/L	EPA 200.7	1	6 months	12	$18.60
194	Tributyltin	ug/L	GC/MS by Krone, et al, 1989	0.005	7 days	14	$322.00
195	Total Alkalinity as CaCO3 (including alkalinity series)	mg/L	SM2320B	20	14 days	12	$25.20
196	Cation-Anion Balance	%	SM1030E	--	--	12	$12.00
197	Fluoride	ug/L	SM4500-F C	0.1	28 days	24	$21.00
198	Calcium	mg/L	EPA 200.7	1	6 months	24	$18.60
199	Molybdenum	ug/L	EPA 200.8	5	6 months	24	$28.60
200	Sulfate	mg/L	EPA 300	1.3	28 days	24	$21.00
201	Sulfide (as S)	mg/L	SM4500S F	1	7 days	24	$25.20
202	Sulfite (as SO3)	mg/L	SM4500-SO3	5	7 days	24	$46.20
203	Dissolved Oxygen	mg/L	SM4500-O G or equivalent	0.6	Analyze immediately (0.25 hour)	6	$16.00
204	Chlorine, Total Residual	mg/L	SM4500-Cl D or equivalent	0.1	Analyze immediately (0.25 hour)	180	$21.00
205	Chlorine, Low Level Total Residual	mg/L	SM4500-Cl E or equivalent	0.05	Analyze immediately (0.25 hour)	180	$29.40
206	Chlorine, Free Residual	mg/L	SM4500-Cl D or equivalent	0.1	Analyze immediately (0.25 hour)	180	$21.00

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
207	Acute ToxiCity Testing	% Survival	EPA 821-R-02-012 5th Edition	--	24 hours	4	$955.00
208	Chronic ToxiCity Testing (C. dubia)	TUc, % effect	EPA 821-R-02-013 4th Edition	--	24 hours	4	$1900.00
209	% Potash	% dry	EPA 6010B	0.1	6 months	6	$32.00
210	Soluble % Potash	%	STLC 6010B	0.002	6 months	6	$100.00
211	Aluminum	mg/Kg	EPA 6020B	5	6 months	6	$28.60
212	Antimony	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
213	Arsenic	mg/Kg	EPA 6020B	1	6 months	6	$28.60
214	Barium	mg/Kg	EPA 6020B	5	6 months	6	$28.60
215	Beryllium	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
216	Boron	mg/Kg	EPA 6020B	5	6 months	6	$28.60
217	Cadmium	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
218	Chromium	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
219	Cobalt	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
220	Copper	mg/Kg	EPA 6020B	2.5	6 months	6	$28.60
221	Iron	mg/Kg	EPA 6020B	5	6 months	6	$28.60
222	Lead	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
223	Magnesium	mg/Kg	EPA 6020B	50	6 months	6	$28.60
224	Manganese	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
225	Molybdenum	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
226	Nickel	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
227	Phosphorus	mg/Kg	EPA 6020B	50	6 months	6	$28.60

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
228	Potassium	mg/Kg	EPA 6020B	50	6 months	6	$28.60
229	Selenium	mg/Kg	EPA 6020B	1	6 months	6	$28.60
230	Silver	mg/Kg	EPA 6020B	5	6 months	6	$28.60
231	Sodium	mg/Kg	EPA 6020B	50	6 months	6	$28.60
232	Thallium	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
233	Vanadium	mg/Kg	EPA 6020B	0.5	6 months	6	$28.60
234	Zinc	mg/Kg	EPA 6020B	2.5	6 months	6	$28.60
235	Soluble Aluminum	mg/L	STLC 6020B	0.1	6 months	6	$28.60
236	Soluble Antimony	mg/L	STLC 6020B	0.01	6 months	6	$28.60
237	Soluble Arsenic	mg/L	STLC 6020B	0.1	6 months	6	$28.60
238	Soluble Barium	mg/L	STLC 6020B	0.01	6 months	6	$28.60
239	Soluble Beryllium	mg/L	STLC 6020B	0.01	6 months	6	$28.60
240	Soluble Boron	mg/L	STLC 6020B	0.01	6 months	6	$28.60
241	Soluble Cadmium	mg/L	STLC 6020B	0.01	6 months	6	$28.60
242	Soluble Chromium	mg/L	STLC 6020B	0.1	6 months	6	$28.60
243	Soluble Cobalt	mg/L	STLC 6020B	0.1	6 months	6	$28.60
244	Soluble Copper	mg/L	STLC 6020B	0.05	6 months	6	$28.60
245	Soluble Iron	mg/L	STLC 6020B	0.1	6 months	6	$28.60
246	Soluble Lead	mg/L	STLC 6020B	0.1	6 months	6	$28.60
247	Soluble Magnesium	mg/L	STLC 6020B	1	6 months	6	$28.60

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
248	Soluble Manganese	mg/L	STLC 6020B	0.05	6 months	6	$28.60
249	Soluble Molybdenum	mg/L	STLC 6020B	0.05	6 months	6	$28.60
250	Soluble Nickel	mg/L	STLC 6020B	0.05	6 months	6	$28.60
251	Soluble Selenium	mg/L	STLC 6020B	0.05	6 months	6	$28.60
252	Soluble Silver	mg/L	STLC 6020B	0.1	6 months	6	$28.60
253	Soluble Thallium	mg/L	STLC 6020B	0.02	6 months	6	$28.60
254	Soluble Vanadium	mg/L	STLC 6020B	0.05	6 months	6	$28.60
255	Soluble Zinc	mg/L	STLC 6020B	0.1	6 months	6	$28.60
256	Gross Alpha	pCi/L	EPA 900.0	3	6 months	18	$78.00
257	Uranium	pCi/L	EPA 200.8	0.67	6 months	9	$67.20
258	Radium 226 & Radium 228	pCi/L	EPA 903.1 & EPA RA-05	1	6 months	9	$288.00
259	HAA5	ug/L	EPA 552.3	0.1	14 days	150	$190.00
260	Trihalomethanes (TTHM)	ug/L	EPA 524.2	0.06	14 days	150	$142.80
261	Perchlorate	ug/L	EPA 314	6	28 days	18	$140.00
262	Total Organic Carbon (TOC)	mg/L	SM5310C	0.3	28 days	12	$42.00
263	Dissolved Organic Carbon (DOC)	mg/L	SM5310C	1	28 days	8	$50.40
264	Filtering Fee (per set)	--	--	--	--	12	$6.00
265	Digestion Fee (per set)	--	--	--	--	36	$15.00
266	Flagging (surcharge %)	%	--	--	--	--	5%
267	EDT Fee (surcharge %)	%	--	--	--	--	5%

Line Item	Constituent	Units	Analytical Method	ML/RL	Hold Times	Estimated Annual Quantity	Unit Cost
268	Excel Reporting Fee (surcharge %)	%	--	--	--	--	5%
269	Disposal Fee (note if surcharge %, flat fee per COC or per sample)	-	--	--	--	--	$5.00 per COC

SECTION 14: PROPOSAL SUBMISSION REQUIREMENTS

1. Qualifications and Experience*

Upload a document with the following information here:

- Provide a brief history of your business entity and project team.
- Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact, including phone number, e-mail address, and the website address (if applicable).
- Include Unique Entity Identifier (SAM.GOV)
- If proposing a sub-consultant - describe the division of responsibilities between participating parties, and offices (location) that would be the primary participants.
- Describe professional experience and number of employees (licensed professionals, technical support) on the proposed project team.

*Response required

2. Methodology Section*

Upload a document with the following information here:

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

A. An implementation plan that describes in detail the methods, including controls by which your firm or entity manages projects of the type sought by this RFP.

B. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

C. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

D. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

*Response required

Exhibit B

Methodology for Scope of Work

Methodology for Scope of Work in 2026-RFP-016

Microbac Laboratories, Inc.
UEI: J8C6ZJHRM763
Technical Manager: Mario D'Onofrio
Mario.Donofrio@microbac.com
(209) 669-0100
2300 Maryann Drive Turlock, CA 95380
www.microbac.com

Microbac Laboratories and its subcontracting laboratories all hold California State Water Resources Control Board, Environmental Laboratory Accreditation and can provide analysis to the detection limits as required by State and Federal requirements. All analytical reports of results will clearly state that the constituent was found at a specific concentration or that it was not detected at or below the State DLR. All analysis will be performed in accordance with the standards and procedures set forth by CASWRCB Environmental Laboratory Accreditation Program. Should there be an exceedance or abnormal result with any drinking water and wastewater acute and chronic toxicity or MCL exceedance the laboratory will contact the City of Turlock's laboratory or designated representative within 24 hours. If this should occur after hours, the City of Turlock's emergency contacts will be notified.

Microbac Laboratories and its subcontractors use standard acceptable LIMS software as a part of their quality assurance protocol. The LIMS software that Microbac Laboratories uses is Clinisys Element formally known as Promium. We also have the experience and capability to submit electronic data directly to the California Laboratory Intake Portal (CLIP) reporting system. We make sure to stay up to date with all electronic deliverable updates and can provide confirmation of a successful submission if needed by the City of Turlock.

A crucial component in any successful sampling/analytical relationship is the ability of the laboratory to ensure sample integrity by means of complete documentation of the sample handling process at the laboratory. Confirmation of analysis and their respective hold times are required upon receipt of the samples. Laboratory personnel are notified by our customer support services team of any short hold time analysis to ensure that proper hold times are met and Microbac Laboratories has strict guidelines in place to ensure the proper handling and meeting of all method holding times.

Microbac Laboratories maintains a City of Turlock business license and is located 1.2 miles from the City of Turlock wastewater treatment facility and is 1.8 miles from the downtown offices. The proximity makes us easily available to the City of Turlock 24 hours per day 7 days per week. Our normal business hours to drop off samples without prior notification are 7:30am to 5:30pm Monday through Thursday and 7:30am to 5:00pm on Friday. Although we are not open to the public 24 hours per day, we do have employees in place to accept samples after hours and during the weekends if necessary. We can provide sampling services if the need should arise and are prepared to handle the transportation of samples from the city laboratory to our laboratory.

As mentioned in our Qualification and Experience document, Microbac Laboratories is not only able to meet the 70% in-house analysis minimum but exceeds it. According to our calculations out of 263 total items listed, 235 are in-house analysis with 28 needing to be subcontracted resulting in 89.35% being performed by Microbac Laboratories. The analysis that would be subcontracted would be sent to the following laboratories: Aqua Science, Caltest Analytical Laboratory, EMSL Analytical, FGL Environmental, and Weck Laboratories, Inc. All of these subcontract laboratories are ones that we have an established relationship with and who have proven they can meet the RFP requirements.

Microbac Laboratories can provide the following services to be included in the cost contained in this RFP:

- Sample bottles/kits. Sample kits (cooler) containing pre-labeled sample bottles, preserved sample bottles that are appropriate for the requested analyses, chain of custody forms, ice packs, and return shipping labels, if necessary.
- Sample bottle/kits delivery and pick-up from the Water Quality Control Laboratory and SRWA.
- Disposal of samples.
- Electronic reporting that allows for City and SRWA staff access to current and historical data reports.
- Electronic reporting of analytical results using CASWRCB, Division of Drinking Water (CASWRCB-DDW) CLIP software or the current California State required software and documented transmission of data with each deliverable report.
- Quality Assurance/Quality Control data report provided for each analysis.

Throughout our 50 years in business, we have successfully completed both large and small projects from various sources. Microbac Laboratories has had federal contracts and has continuous working relationships with multiple municipalities not just in Stanislaus County, but throughout the Central Valley. We also provide services for large companies in the private sector and have extensive experience as a laboratory for many consulting firms, both environmental and geological in California. In a separate attachment we will provide a list of at least three references for other public agencies that have had similar services provided by us over the last five years. Thank you for your time and for considering Microbac Laboratories.

Exhibit C

Exhibit_A_Addendum

Exhibit A Addendum
group pricing for multiple constituents

Method	Unit Price
* EPA Method 625 *all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$323.40
** EPA Method 624 *all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$288.75
** EPA Method 624 (single constituent) *if a single constituent is needed the individual price rather than the group price will apply*	$110.00
** EPA Method 624 (Acrolein & Acrylonitrile) *if these two constituents are run only by themselves this price will apply rather than group price*	$125.00
*** EPA Method 8260 *the two constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$150.00
**** EPA Method 608 *all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$260.00
+ EPA Method 515 with 515.3 & 515.4 *all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$189.00
++ EPA Method 531 *the two constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$156.00
+++ EPA Method 507 *all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$138.60
++++ EPA Method 625.1M *the two constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$190.00
*+++ EPA Method 504 *all constituents listed in RFP No. 2026-RFP-016 for this method are included in the unit price*	$79.80

! EPA Method 9221B & 9223 B

for method 9221B both Total and Fecal Coliform are included in the price and for method 9223B both Total Coliform and E. coli are included in the price

EPA Method STLC 6020B $80.00

There is a single $80.00 sample prep charge per sample for STLC extraction. This is charged per sample regardless of the number of metals run on that sample. It is not a per metal charge. The metal is charged separately.

Rush Charges

Our standard TAT is 7 business days, some analysis especially those being subcontracted with require additional time.

RUSH Surcharges Same Day TAT: 200%

RUSH Surcharges 24hr TAT: 100%

RUSH Surcharges Less Than Standard TAT but NOT 24hr: 50%

Exhibit D

Laboratory_Staff_Organization_and_Responsibilities

Laboratory Staff Organization and Responsibilities

Microbac Laboratories, Inc.
UEI: J8C6ZJHRM763
Technical Manager: Mario D'Onofrio
Mario.Donofrio@microbac.com
(209) 669-0100
2300 Maryann Drive Turlock, CA 95380
www.microbac.com

Microbac Laboratories currently has eight departments within the laboratory. They are as follows:

- Quality Assurance
- Inorganics/Wet Chemistry
- Metals
- Microbiology
- Volatile Organics
- Semi-Volatile Organics
- Field and Support Services
- Customer & Administrative Services

Technical Manager: Mario D'Onofrio
Responsibilities include: Managing the day to day functions of the laboratory, final review of all data generated by the laboratory, ensuring accuracy and quality of data, and supervising all personnel employed by the laboratory

Quality Assurance Officer: Jeffrey Schindler
Responsibilities include: developing and managing the QA plan revising as needed, coordinating Performance Testing (PT) studies, developing precision and accuracy guidelines, prescribing and monitoring corrective action, approving SOPs, maintaining ELAP certification

Inorganics & Wet Chemistry Department Manager: Mason Stonebarger
Responsibilities include: Overseeing the department that includes a TOC analyzer and three ion chromatographs. This section of the laboratory covers distillations, gravimetric, titrimetric, and colorimetric methods as described in Standard Methods for the Determination of Water and Wastewater, and 100, 200, 300, and 400 series EPA methods.

Metals Department Manager: Heiry Ramos
Responsibilities include: Overseeing the department that includes an ICP, an ICP/MS, digestors, and various shakers for sample prep and analysis described in Standard Methods for the Determination of Water and Wastewater, as well as 200, and 6000 series EPA Methods.

Microbiology Department Manager: Mario D'Onofrio
Responsibilities include: Overseeing the performance of biological methods which include Coliform bacteria testing, Heterotrophic Plate Count (HPC), and Biochemical Oxygen Demand (BOD).

Volatile Organics Department Manager: Mario D'Onofrio
Responsibilities include: Overseeing the GC and GC/MS methods using Purge & Trap sample preparation. GC methods include the 500. 600, and 8000 series EPA methods for the analysis of solvents and light hydrocarbon fuels.

Semi-Volatile Organics Department Manager: Mario D'Onofrio
Responsibilities include: Overseeing the Organic Extraction Lab (sample prep) as well as Semi-Volatile GC analysis. GC methods include the 500, 600, and 8000 series EPA methods for the analysis of industrial chemicals, pesticides, and heavier hydrocarbon fuels.

Field and Support Services Department Manager: Craig Patterson
Responsibilities include: Overseeing all field sampling activities and scheduling. Field sampling activities include groundwater, surface water, and soil sampling which involves the use of bailers, submersible pumps, soil augers, etc. as well as field measurements such as pH, conductivity, ORP, temperature, and residual chlorine.

Customer & Administrative Services: Joseph Lopez, Caroline Luvaha, Myrianna Ruzbarsky, and Katie Wurm
Responsibilities include: sample receiving, sample control, Certificate of Analysis (COA) and QC result report generation.

City Council Staff Report

June 23, 2026

From:	Will Richards, Acting Municipal Services Director
Prepared by:	David Huff, Water Quality Control Manager
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFB No. 13-2026 and approving Contract No. 2027-014 with Univar Solutions USA LLC for the supply and delivery of Sodium Hypochlorite for a period of one (1) year, in a total not to exceed amount of $3,500,000 to be expensed from Fund 410 “Water Quality Control”, Fund 420 “Water”, and Fund 450 “SRWA Operations.”

2. NARRATIVE:

The City of Turlock solicits competitive bids for water and wastewater chemicals for the drinking water distribution system, Stanislaus Regional Water Authority (SRWA), and the Regional Water Quality Control Facility (RWQCF). These facilities will treat up to 6 billion gallons of groundwater, 5 billion gallons of surface water and convert 4 billion gallons of wastewater to recycled water each year. Various chemicals in bulk quantities are used in both water and wastewater treatment to protect public health and the environment and to ensure the City’s obligation under its many regulatory permits. The chemical covered under this contract is Sodium Hypochlorite, which is used as the primary disinfectant in both water and wastewater treatment.

In parallel with its own solicitations, the City participates with the Bay Area Chemical Consortium (BACC) to solicit bids on water and wastewater treatment chemicals commonly used by other BACC members. Over 60 agencies participated to bid on 30+ chemicals to consolidate purchasing efforts and to obtain the best possible pricing for chemicals. The purpose of the BACC is to allow agencies to combine the chemical purchases together to create a bulk quantity for bid pricing. The combined solicitations of all the agencies are a cooperative purchase agreement that offers vendors an opportunity to sell greater quantities of their products, resulting in lower prices for the agencies.

Bids were issued by BACC on February 19, 2026, on PlanetBids. For Fiscal Year 2026/2027 staff recommends awarding based on BACC pricing.

Chemical	**Lowest Bidder**	**Unit Cost, Units**	**Annual Usage, Units**	**Total Cost, $**
Sodium Hypochlorite	Univar Solutions USA LLC	$3.49 per lb	856,818 gallons	$3,500,000 (w/ 16% contingency)

The City's actual chemical needs will vary based on water quality and treated water/wastewater demands. In addition, the quantities of specific chemicals may be greater than anticipated during periods of low flows and degradation of water source supply. The full budget authority provides the flexibility to respond to these conditions as needed. A 16% contingency was added to the total compensation to cover environmental constraints previously mentioned. Contract terms are modified (July 1 to June 30) to align with the annual BACC solicitation process to ensure there are no interruptions in chemical supplies.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no impact to the General Fund as a result of the proposed action.

410-51-530.44005_006 "Chemicals Chlorine"

420-52-550.44005_006 "Chemicals Chlorine"

450-53-550.44005 "Chemicals"

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

A. Do not approve the agreement. This alternative is not recommended as it could jeopardize service and may put the public health and environment at risk.
B. The City Council could elect to issue its own Request for Proposals (RFP) for the procurement of chemical. However, this alternative would likely not result in a lower bid.

6. ATTACHMENTS:

1. Agreement CC 2027-014 with Univar Solutions USA LLC for Sodium Hypochlorite

AGREEMENT BETWEEN THE CITY OF TURLOCK

and

Univar Solutions USA LLC

for

Supply and Delivery of Sodium Hypochlorite

City Contract No. 2027-014

THIS SUPPLIER AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Univar Solutions USA LLC, a limited liability company ("Supplier"), on Wednesday, July 1, 2026 (the "Effective Date"). City and Supplier may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

WHEREAS, City has a need for Supply and Delivery of Sodium Hypochlorite; and

WHEREAS, Supplier has made a proposal to City to provide Supply and Delivery of Sodium Hypochlorite. A description that of which Supplier proposes to provide is included in **Exhibit A** attached hereto and incorporated herein by reference; and

WHEREAS, City desires to purchase Supply and Delivery of Sodium Hypochlorite from Supplier, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

AGREEMENT

1. RECITALS:

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 38 of this Agreement, Sections 1 through 38 shall prevail.

2. PURCHASE OF PRODUCT:

Supplier agrees to sell, and City agrees to purchase Supply and Delivery of Sodium Hypochlorite, as described in **Exhibit A**.

3. SAFETY REQUIREMENT:

All services and products must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION:

City agrees to pay Supplier in accordance with **Exhibit A** as full remuneration for performing all Services and furnishing all staffing and materials called for in **Exhibit A** and for performance by Supplier of all of its duties and obligations under this Agreement. In no event shall the annual amount of this Agreement exceed Three Million Five Hundred Thousand and No/100ths Dollars ($3,500,000.00). Supplier agrees that compensation shall be paid in the manner and at the time set forth below:

(a) Invoices: Supplier shall submit dated invoices to City specifying the date, location and service rendered, and the charge therefor.

(b) Payment: All payments by City shall be made in arrears, after satisfactory service, as determined and approved by City, has been provided. Payment shall be made by City no more than thirty (30) days from City's receipt of invoice.

5. TERM OF AGREEMENT:

The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on Wednesday, June 30, 2027 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

6. EXTENSION OF AGREEMENT:

{Intentionally Omitted}

7. INSURANCE :

Supplier shall not commence work under this Agreement until Supplier has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Supplier allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Supplier shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Supplier , its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to City.

7.1. COMMERCIAL GENERAL LIABILITY:

Supplier shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Five Million Dollars ($5,000,000.00) per occurrence, Ten Million Dollars ($10,000,000.00) general aggregate, and Five Million Dollars ($5,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

7.2. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY:

Supplier shall maintain workers' compensation insurance as required by the State of California under the Labor Code. Supplier shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollars ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars ($1,000,000.00) limit for each employee's bodily injury by disease.

7.3. COMMERCIAL AUTOMOBILE LIABILITY:

Service Provider shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than Two Million Dollars ($2,000,000.00) or greater per accident for owned, leased, hired, and non-owned, borrowed automobiles.

7.4. SUDDEN AND ACCIDENTAL POLLUTION INSURANCE:

Supplier shall provide sudden and accidental pollution coverage to City, providing coverage for liability arising out of sudden, accidental, and gradual, and remediation. The policy limit shall be no less than Five Million Dollars ($5,000,000.00) per claim. 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 chemicals to the designated delivery locations withing the City of Turlock. The policy shall provide and be endorsed to include the City, its officials, officers, agents, employees and volunteers as additional insureds.

7.5. UMBRELLA OR EXCESS POLICY:

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

7.6. DEDUCTIBLES AND SELF-INSURED RETENTION:

Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Supplier shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7.7. OTHER INSURANCE PROVISIONS:

The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Supplier, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Supplier's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

(2) For any claims related to this project, Supplier's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Supplier's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under this Agreement, the insurer, broker/producer, or Supplier shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

7.8. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A-:VII or with an insurer to which the City has provided prior approval.

7.9. VERIFICATION OF COVERAGE:

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

7.10. WAIVER OF SUBROGATION:

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

7.11. SUBCONTRACTORS:

Supplier shall ensure all subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7.12. ADDITONAL INSURANCE REQUIREMENTS:

Within five (5) days of the Effective Date, Supplier shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Supplier shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. IF a

carrier will not provide the required notice of cancellation, the Supplier shall provide written notice to the City no later than ten (10) business days before cancellation; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Supplier and shall be endorsed to state such; (c) name City of Turlock as a certificate holder; (d) cover products and completed operations of Supplier, premises owned, occupied, or used by the Supplier or automobiles owned, leased, or hired or borrowed by the Supplier; contain no special limitations on the scope of protection afforded to City; (e) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Supplier's insurance and shall not contribute to it; (f) contain standard separation of insured provisions; and (g) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

8. INDEMNIFICATION:

To the full extent permitted by law, Supplier shall indemnify, defend, and hold harmless City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Supplier or by any individual or agency for which Supplier is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Supplier.

9. INDEPENDENT CONTRACTOR RELATIONSHIP:

All acts of Supplier, its agents, officers, and employees and all others acting on behalf of Supplier relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of City. Supplier, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Supplier has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer, or employee of the City is to be considered an employee of Supplier. It is understood by both Supplier and City that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

Supplier, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of City.

Supplier shall determine the method, details and means of performing the work and Services to be provided by Supplier under this Agreement. Supplier shall be responsible to City only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of the Supplier in fulfillment of this Agreement. Supplier has control over the manner and means of performing the Services under this Agreement. Supplier is permitted to provide services to others during the same period service is provided to City under this Agreement. If necessary, Supplier has the responsibility for employing other persons or firms to assist Supplier in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by Supplier, such persons shall be entirely and exclusively under the direction, supervision, and control of Supplier. All terms of

employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the Supplier.

It is understood and agreed that as an independent contractor and not an employee of City neither the Supplier or Supplier's assigned personnel shall have any entitlement as a CIty employee, right to act on behalf of the City in any capacity whatsoever as an agent, or to bind the City to any obligation whatsoever.

It is further understood and agreed that Supplier must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Supplier's personnel.

As an independent contractor, Supplier hereby indemnifies and holds City harmless from any and all claims that may be made against City based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. TERMINATION:

Either Party may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to the other party.

11. CONFIDENTIALITY AND CALIFORNIA PUBLIC RECORDS ACT COMPLIANCE:

Supplier understands and agrees that City must comply with the California Public Records Act, California Government Code section 7920 et seq.

12. CONFORMANCE WITH FEDERAL AND STATE LAW:

All equipment, supplies and services used by Supplier in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

13. TIME:

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

14. EXCUSABLE DELAYS; NOTICE TO OTHER PARTY OF DELAY:

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

15. ENTIRE AGREEMENT AND MODIFICATION:

This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Supplier shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Supplier specifically acknowledges that in entering into and executing this Agreement, Supplier relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

16. AMENDMENTS:

Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for City or Supplier to modify the scope of Services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until an Amendment is so executed, City will not be responsible to pay any charges Supplier may incur in performing such additional services, and Supplier shall not be required to perform any such additional services.

17. EXECUTION AND COUNTERPARTS:

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

18. PARTIAL INVALIDITY:

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

19. WAIVER:

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

20. AUDIT:

City's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Supplier's charges to City under this Agreement.

Supplier agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for Supplier Services. City's representative shall have the right to reproduce any of the aforesaid documents.

21. GOVERNING LAW:

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

22. HEADINGS NOT CONTROLLING:

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

23. COMPLIANCE WITH LAWS:

Supplier shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. Supplier shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

24. CITY BUSINESS LICENSE:

Supplier will have a City of Turlock business license.

25. ASSIGNMENT:

This Agreement is binding upon City and Supplier and their successors. Except as otherwise provided herein, neither City nor Supplier shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

26. NOTICE:

Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

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

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Supplier:
Univar Solutions USA LLC
Attn: Jennifer Perras, Sr. Municipal Bid Specialist
8201 S. 212th St
Kent, WA 98032

27. CITY CONTRACT ADMINISTRATOR:

City's contract administrator and contact person for this Agreement is:

Raquel Brasil, Staff Services Technician
156 S. Broadway, Suite 270
Turlock, CA 95380
Telephone: (209) 668-5590 x 4412
E-mail: rbrasil@turlock.ca.us

28. MODIFICATION:

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

29. AUTHORITY:

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

30. VENUE:

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

31. SEVERABILITY:

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

32. ENTIRE AGREEMENT:

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

33. SUPERSEDES PRIOR AGREEMENT:

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

34. MANDATORY AND PERMISSIVE:

"Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

35. SUCCESSORS AND ASSIGNS:

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

36. ATTORNEY'S FEES AND COSTS:

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

37. NECESSARY ACTS AND FURTHER ASSURANCES:

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

38. NO CONFLICT OF INTEREST :

Supplier represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

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

Univar Solutions USA LLC, a limited liability company

SIGNATURE

Jennifer Perras

FULL NAME

Sr. Municipal Bid Specialist

TITLE

DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

Christopher Fisher

FULL NAME

Acting City Manager

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

Will Richards

FULL NAME

Acting Municipal Services Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

Katie O. Lucchesi

FULL NAME

City Attorney

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

Nichole Fiez

FULL NAME

City Clerk

TITLE

DATE SIGNED

Exhibits List

A - sodium hypochlorite

Exhibit A

sodium hypochlorite

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 13-2026
FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)
https://bacwa.org/about-bacc/

No later than 4:00 PM. PT
Thursday, February 19, 2026

Legal Name of Bidder:
Univar Solutions USA, LLC

Business Address
8201 S 212th St
Kent, WA 98032

Telephone Number: 253-872-5040
Facsimile Number: 253-872-5041
Email Address: jennifer.perras@univarsolutions.com
Muniteam-west@univarsolutions.com

Authorized Representative (Please Print):
Jennifer M. Perras
Signature:
Date: 2/13/2026

I. **All costs except California State sales tax and tariffs for the purchase of SODIUM HYPOCHLORITE 12.5% must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).**

II. **Bidders must submit all of the following, attached to this Bid Form:**
   a. All requirements listed in Section 2.21 Manufacturer's Info.
   b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. **Bidder Obligations**
By signing this Bid Form and entering into individual purchase orders, purchase agreements and /or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

1692799v1

March 13, 2026

Univar Solutions USA, LLC
Attn: Jennifer M Perras
8201 S 21st St.
Kent, WA 98032

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2026 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5%.

Dear Ms. Perras

We are pleased to advise you that the bid submitted by Univar Solutions USA, LLC. for Bid No. 13-2026 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% for Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, South Bay, Tri Valley regions during the period July 1, 2026 through June 30, 2027.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Univar Solutions USA, LLC. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdyment@bacwa.org

Sincerely,

Jennifer Dyment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
Bid Results for Project 13-2026 SODIUM HYPOCHLORITE 12.5%
Bid Due on February 19, 2026 4:00 PM (PDT)
REGIONAL BID AWARD

Section	SODIUM HYPOCHLORITE 12.5%								SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item)			Sodium Hypochlorite 12.5% In Carboys (OPTIONAL BID ITEM)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
Description	**Central Valley**	**East Bay**	**Marin Sonoma Napa**	**North Bay**	**Peninsula**	**Sacramento**	**South Bay**	**Tri Valley**	**Central Valley**	**North Bay**	**Tri Valley**	**Marin Sonoma Napa**	**Sacramento**
Unit of Measure	gal	gal	gal	gal	gal	gal	gal	gal	gal		gal	gal	gal
Univar Solutions USA LLC.	3.4900	3.4700	3.4900	3.4500	3.5200	3.6100	3.4500	3.5100	no bid	no bid	no bid	no bid	no bid

City Council Staff Report

June 23, 2026

From: Will Richards, Acting Municipal Services Director
Prepared by: Rich Green, Transit Analyst
Agendized by: Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Zenith Billboards, LLC, of Stockton, California, to sell and maintain advertising on the exteriors of Turlock Transit buses and within bus shelters as defined in RFP No. 25-023, and remit a portion of the sales revenue as defined by the Compensation Proposal of the Consultant's proposal, and authorizing the City Manager to execute all documents required to implement the proposed action.

2. NARRATIVE:

Since 1998, the City has been contracting with third-party providers for advertising services for the exterior of City transit buses.

On April 3, 2026, City staff released RFP No. 25-023, "RFP for Transit Advertising Program Management" (Exhibit A) for the purpose of obtaining a multi-year, revenue contract with a qualified firm for the development, provision, and management of advertising programs for advertisements on the exterior of City-owned buses and advertisements within dual-sided advertising panels at City-owned bus shelters. This RFP was advertised in accordance with standard City practices, as well as shared via email directly with the incumbent provider and other interested advertising companies.

A three (3) person evaluation committee comprised of City Transit staff was formed to review and rank the proposals in accordance with standard practices. The City of Turlock received one (1) proposal (Exhibit B) from Zenith Billboards, LLC (Zenith), and did not receive a proposal from the existing contractor. The staff committee met on April 30, 2026, to review the proposal and evaluate it based on five (5) categories. See table below:

Criteria Categories	Points Possible	Zenith Billboards LLC Average Scores
Qualifications & Experience: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, as well as qualifications and experience of key personnel.	20	18

Project Understanding & Methodology: Includes an understanding of the RFP and of the project's scope of services, operational assets and constraints, and knowledge of applicable laws and regulations related to the scope of services.	20	15
Compensation Proposal	50	41
References	10	8
Total Points	**100**	**82**

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no impact to the General Fund. There is no budget amendment required.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

A. Reject the proposal, not award an agreement to Zenith Billboards, LLC, and direct City staff to manage and implement an advertising program. City staff does not recommend this approach due to lack of expertise needed to manage the complexities associated with advertising programs of this nature.

6. ATTACHMENTS:

1. City Contract No. 2027-025 with Zenith Billboards, LLC

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
ZENITH BILLBOARDS, LLC
for
TRANSIT ADVERTISING SERVICES

City Contract No. 2027-025

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Zenith Billboards, LLC, a California limited liability corporation ("Professional"), on this 23rd day of June 2026 (the "Effective Date"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the management of transit advertising programs (the "Project") and outlined the specifications for the Project in a Request for Proposals (**Exhibit A**).

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

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

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement, as well as rates and method of payment to City as the owner of the specified transit facilities ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit B**.

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be five (5) years and will commence on the Effective Date and terminate on the 30th day of June, 2031 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications").

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

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

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

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

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

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

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

6. Compensation. For the rights and privileges of placing advertising on City transit facilities, including buses and bus shelters, Professional shall provide compensation to City in accordance with the compensation proposal attached hereto as part of Exhibit A.

(a) The term "gross advertising revenue" means all monies, remunerations, and considerations received from the sale of advertising space or services upon or within City transit facilities by Professional in its operations as permitted under this Agreement.

(b) "Net advertising revenue" shall mean "gross advertising revenue" less the following:

1. Commissions paid to advertising agencies or sales representatives other than Professional staff, if any, at a rate not exceeding fifteen percent (15%) of gross billings; and

2. The amount of any sales, use, gross receipts, occupational and similar taxes (but excluding income and property taxes) directly imposed by any public agency on the sale or display of advertising under the terms of this Agreement and paid by Professional.

(c) Gross advertising revenue shall be calculated on the accrual basis, (i.e. amounts are prorated to the time periods that correlate to the time periods during which the advertising is displayed). Deductions to calculate net advertising revenue (e.g., commissions) shall be amortized over the term of the advertising.

(d) Professional shall not engage in any unpaid self-promotion on City buses, but may engage in self-promotion within advertising panels of applicable bus shelters.

(e) In the event that the number of buses, shelters, or other applicable City facilities available for the placement of advertising changes, the minimum guaranteed payment shall be adjusted by a proportionate amount. Any approved reduction in said payment must be directly attributable to a reduction in available advertising space and not due to Professional's

business practices or its failure to gain sales revenue. Professional must provide documentation to City that proves to City's satisfaction that Professional's reduction in revenue is due solely to a reduction in available advertising space before City will agree to any reduction in the minimum guaranteed payment. Excluded-from this provision are temporary reductions in available advertising space due to work stoppages, strikes, mechanical failures, accidents, catastrophes, riots, and similar events.

(f) Professional shall provide a monthly statement with names, sizes, quantities and the number of the advertisements which were displayed, the gross revenue earned for the advertisements, and the amount and description of any deductions from gross revenue permitted by this Section.

(g) Beginning January 1, 2027, and continuing every six (6) months thereafter through the duration of the Agreement, Professional shall submit a statement that compares the total of the six (6) monthly guaranteed payments to the amount City would have received if paid the percentage of the net advertising revenue for the prior six (6) months. Any additional amounts owed to City shall accompany a reconciliation schedule.

(h) All payments, regardless of their nature, shall be submitted in a timely manner. If a payment is not made to City by the deadline dates required by this Section, then, without any requirement for notice to Professional, Professional shall pay to City a one-time rate charge equal to five percent (5%) of the overdue amount. In addition to incurring late charges, payments due to City shall bear interest from the date due at the rate of one and one half percent (1.5%) per month.

1. If City disputes any items on a statement for a reasonable cause, which includes but is not limited to unsatisfactory service, City agrees to continue to provide advertisement space on the City property until the dispute is settled or the Agreement is terminated.

(i) Records: Professional shall submit dated monthly records to City specifying the date, location and service rendered, and the charge therefore.

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

8. Time of Performance. Professional warrants that it will commence performance of the Services within sixty (60) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. City Assistance to Professional. [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Ownership of Work Product. [Intentionally Omitted]

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

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

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

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

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

performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Insurance Coverage. During the Term, the Professional, at its own cost and expense, shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers admitted in California with a current A M Best’s rating of no less than A-:VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1. Commercial General Liability. Professional shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) general aggregate, and One Million Dollars ($1,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

25.2. Worker's Compensation Insurance. Professional shall maintain workers' compensation insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident or disease. Professional shall submit to City, along with the certificate of insurance a Waiver of Subrogation endorsement in favor of City, its officers, agents employees, and volunteers.

25.3. Professional Liability. [Intentionally Omitted]

25.4. Commercial Automobile Liability. Professional shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Professional owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

25.5. Cyber Liability Insurance: [Intentionally Omitted]

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

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty

(30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. If a carrier will not provide the required notice of cancellation, the Professional shall provide written notice to the City no later than ten (10) days before cancellation; and (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional and shall be endorsed to state such; (c) name City of Turlock as a certificate holder (d) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (e) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (f) contain standard separation of insured provisions; and (g) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

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

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

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

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

Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

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

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

If to City:	**City of Turlock** **Attn: Christopher Fisher, Department Director** **156 S. Broadway, Suite 150** **Turlock, California 95380**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie O. Lucchesi, City Attorney** **156 S. Broadway, Suite 230** **Turlock, California 95380-5456**
If to Professional:	**Zenith Billboards, LLC** **Attn: Andy Rodriguez** **P.O. Box 690632** **Stockton, California 95269**

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

Rich Green
City of Turlock, Transit Division
1418 N. Golden State Blvd., Suite 1
Turlock, California 95380
Telephone: (209) 669-2800
E-mail: rgreen@turlock.ca.us

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

35. Use of City Project Number. [Intentionally Omitted]

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

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

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

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

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

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

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

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

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

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

46. **Entire Agreement.** This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

48. **Mandatory and Permissive**. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

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

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

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

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

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

[*Signatures on Following Page*]

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

ZENITH BILLBOARDS, LLC, a California limited liability corporation

By: Andy Rodriguez

Print Name: Andres Rodriguez

Title: Owner

Date 06/10/2026

CITY OF TURLOCK, a California municipal corporation

By: _____
Christopher Fisher, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Will Richards, Acting Municipal Services Director

APPROVED AS TO FORM:

By: _____
Katie O. Lucchesi, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

REQUEST FOR PROPOSALS (RFP) NO. 25-023

FOR

TRANSIT ADVERTISING SERVICES

RFP ISSUED: 4/3/26

PROPOSALS DUE: 4/23/26 3:00 PM

PROPOSAL SUBMITALS TO:

CITY OF TURLOCK

Attn: PURCHASING

156 S. BROADWAY, SUITE 270

TURLOCK, CA 95380

INTRODUCTION

The City of Turlock is accepting proposals from qualified firms to develop, implement, and manage a revenue-generating advertising program on City owned transit amenities such as buses and bus shelters, as well as future transit amenities if and when they are implemented by the City in the future. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposals (RFP). City of Turlock will utilize the "Best Value" method of procurement, in conformance with applicable procurement guidelines. Respondents to this RFP should demonstrate an understanding of the work to be performed.

BACKGROUND

In the heart of California's Central Valley, Turlock is the second largest city in Stanislaus County located 100 miles south of Sacramento, CA covering an area just over 16 square miles with a population of over 73,000. Turlock is a General Law City that operates under the Council/Manager form of government.

The City of Turlock's Municipal Services Department, Transit Division, administers the City's transit services ("Turlock Transit"), which provides safe, reliable, and affordable transportation to the residents of Turlock and the nearby community of Denair, California.

Turlock Transit manages three public transportation services:

- **Fixed-Route Service** operating along seven routes throughout Turlock, connecting residential areas with employment centers, shopping districts, medical facilities, educational institutions, and recreational destinations. (See **Appendix A – Fixed Route System Map**)
- **ADA Paratransit Service** providing accessible, reservation-based transportation for eligible individuals within ¾ of a mile of fixed routes.
- **On-Demand Service**, a same-day general public demand-response program serving Turlock and Denair, including connections to the Turlock-Denair Amtrak Station. (See **Appendix B – Demand Response Service Area Map**)

Turlock Transit serves an area of approximately 16 square miles, operating Monday through Friday, 6:00 a.m. to 9:00 p.m., and Saturdays, 9:00 a.m. to 7:00 p.m**.**

All fixed-route services originate and terminate at the Roger K. Fall Transit Center, which also functions as a regional hub for Stanislaus Regional Transit Authority (StanRTA) and the Transit Joint Powers Authority for Merced County (The Bus). Operations and maintenance activities occur primarily at the Transit Center and the City of Turlock Corporation Yard.

RFP TIMELINE

This RFP will be governed by the following schedule:

- RFP Issued: 4/3/26
- Proposals Due: 4/23/2026 3:00 PM
- Approval of Contract: 5/26/2026

*All dates are subject to change at the discretion of the City

QUESTIONS

Request for Information (RFI) should be directed to:

purchasing@turlock.ca.us

All questions must be in writing and received at least ten (10) working days prior to the closing date for submittal of this Request for Proposal (RFP), to provide time for issuing and forwarding answers. The City will not be responsible for oral interpretations of the Request for Proposal (RFP).

SCOPE OF SERVICE

Effective July 1, 2026, the Contractor will have exclusive rights to place, sell, and maintain commercial advertising on designated transit buses and bus stops (Transit Facilities), subject to the terms, conditions, and limitations set forth in this Request for Proposals (RFP), for a period of five (5) years. The City retains the right to use available advertising space for its own purposes, including public information, promotions, or special event messaging.

1. Scope of Services

The Contractor shall:

- Manage a comprehensive advertising program for City Transit Facilities;
- Market, sell, install, maintain, and remove advertising displays;
- Ensure compliance with applicable local, state and federal policies, laws, and industry standards;
- Provide ongoing communication and coordination with City staff.

The City may modify the number or type of vehicles or shelters available for advertising throughout the contract term. New Transit Facilities may be added at the City's discretion, and facilities may be removed with at least ninety (90) days' written notice to the Contractor.

2. Advertising Program Requirements

2.1 Transit Facilities

Advertising may be placed on:

- The exterior sides and rear of eligible transit vehicles; and
- Bus shelters equipped with advertising panels.
- See **Appendix C – Transit Asset Inventory**

The City may, from time to time, designate additional facilities for inclusion or remove specific facilities from the advertising program.

2.2 City Use of Advertising Space

The City reserves the right to:

- Maintain all electric vans/cutaways and non-revenue vehicles without commercial advertising.
- Require the Contractor to design, install and remove wraps on the sides of the CNG tanks on all Gillig buses with City-provided messaging during the months of July and December.
- Temporarily cover advertising panels at select bus stops (for up to 48 hours, a few times per year) with City messaging, at no penalty to the City, with advance written notification to the Contractor by the City of such temporary use.

The City will coordinate with the Contractor in advance of these activities to minimize disruption.

2.3 Advertising Sales and Management

- Contractor shall employ qualified staff to actively solicit advertising sales and maximize program revenue.
- Unsold ad panels may be temporarily used for Contractor self-promotion or City messages, subject to City's right of first refusal.

2.4 Material and Installation Standards

- All bus advertisements shall be non-permanent adhesive vinyl**,** "direct application" type.
- Ads shall be free of wrinkles, blisters, and misalignment, and shall be square to vehicle contour lines.
- No "layering" of vinyl is permitted; prior vinyl must be removed before new installation.

- Contractor shall restore bus surfaces to their original condition upon removal. Adhesives must not damage paint, decals, or finishes.
- The Contractor is responsible for all costs associated with repair of any damage caused by installation or removal.

2.5 Placement and Appearance Standards

- Ads must not obstruct safety devices, lights, reflectors, windows, doors, vents, or fuel access points.
- No ads may be placed over body moldings. Vinyl across seams must be sliced and tucked neatly.
- Advertisements must not be route-specific or imply association with specific routes or demographics.
- The Contractor shall provide schematics for ad placement on each bus type, subject to City approval before installation.
- No ad on a bus shall extend above the top of the passenger windows.

2.6 Bus and Shelter Advertising Dimensions

Advertising sizes shall conform to industry standards as outlined in **Appendix D: Advertising Placement & Size Standards**.

2.7 Fleet Availability

The City retains sole discretion over fleet assignments and does not guarantee a minimum number of buses available for advertising at any given time. The City shall strive to balance usage of transit revenue vehicles as much as possible, subject to operational needs and fleet maintenance schedules.

3. Maintenance and Quality Control

The Contractor shall:

- Maintain all advertisements in clean, legible, and safe condition**;**
- Remove graffiti, defaced, or damaged ads within 24 hours of City notice;
- Remove expired or event-specific materials within 5 calendar days of expiration;
- Implement a Quality Control and Inspection Program ensuring compliance with standards;
- Provide an emergency contact number available 24/7 with a response time not exceeding 24 hours.

If the Contractor fails to maintain ads in acceptable condition, the City may remove or repair them and invoice the Contractor for associated costs.

4. Advertising Content Standards

All advertising content shall comply with the City's Advertising Policy (see **Appendix E – Advertising Policy and Content Restrictions**) and all applicable federal, state, and local laws.

Prohibited content includes, but is not limited to, materials that are:

- False, misleading, or unlawful;
- Obscene or sexually explicit;
- Discriminatory or demeaning;
- Promoting violence, drugs, alcohol, or tobacco;
- Political in nature and noncompliant with election regulations; or
- Otherwise inconsistent with public safety, community standards, or City image.

Self-Promotion. The Contractor will not be allowed to engage in unpaid self-promotion on City transit buses, but shall be allowed to engage in unpaid self-promotion within unsold ad panels on bus shelters.

5. Review Procedure

1. Contractor shall review all ads for compliance prior to installation.
2. If an ad is rejected due to violating established content restrictions, Contractor shall notify the advertiser and the City's Contract Administrator.
3. Disputed ads may be appealed to the Transit Manager, whose written decision may be appealed to the City Manager. The City Manager's determination is final.

6. Operations and Access to City Property

- Contractor staff will be provided access cards to perform work at the City Corporation Yard (701 S. Walnut Rd.).
- Work shall only be performed when vehicles are out of revenue service.
- All workers must wear reflective safety vests and visible company ID badges.
- Contractor vehicles must display company identification (magnetic door signs acceptable). No unmarked cars are allowed at the City Corporation Yard.
- No materials or equipment may be stored on City property without prior approval.
- Work areas must remain safe, clean, and free of obstruction.

7. Contractor Responsibilities

The Contractor shall:

- Provide all labor, equipment, and materials required for installation, maintenance, and removal;
- Perform all work in a safe, professional manner;
- Protect City facilities, staff, and the public from harm;
- Repair any damage caused by its activities;
- Ensure employees behave professionally while on City property.

Failure to meet these standards may be considered a breach of contract.

8. Reporting and Communication

The Contractor shall provide:

- Monthly sales and revenue reports**,** identifying advertisers, locations, ad types, and durations;
- Maintenance and incident logs**,** including graffiti, vandalism, or damage repairs;
- Quarterly summary reports comparing projected vs. actual revenue; and
- An annual program review meeting with City staff to evaluate program performance and discuss improvements.

9. Changes in Scope or Facilities

The City may, without invalidating the contract:

- Add, remove, or modify Transit Facilities as operational needs require. The City will provide the Contractor with written notice in advance of such changes when feasible;
- Modify vehicle configurations, routes, or equipment; and
- Make mutually agreed-upon amendments through written contract modification.

10. Bus Shelter Advertising Program

The Contractor will manage advertising sales and maintenance for all shelters equipped with ad panels.

Current bus shelters include twenty-two (22) Tolar Sierra dome-roof shelters. The City anticipates adding up to twenty (20) additional shelters of similar design during the contract term.

Technical details, design specifications, and lighting features are included in **Appendix F: Bus Shelter Specifications**.

11. Changes in Scope of Work

City of Turlock, without invalidating the contract, may order additions to or deletions from the work to be performed with corresponding adjustments to revenue based on those unit changes.

Contract modifications must be approved in writing by both parties as an amendment to the Agreement. City shall have the right to make changes in vehicles, vehicle configurations, vehicle types and related elements of work not involving extra cost and not inconsistent with the work to be performed.

PROPOSAL FORMAL GUIDELINES

Proposers are to provide the City with a proposal using the following guidelines:

Each proposal must adhere to the following order and content of sections.

A. Qualifications and Experience

Provide a brief history of your business entity and project team. Identify legal form, ownership, and senior officials of company. Identify the name and email of the main contact, including phone number and e-mail address. Include the website address (if applicable). If proposing a sub-consultant, describe the division of responsibilities between participating parties, and offices (location) that would be the primary participants.

Describe professional experience and number of employees (licensed professionals, technical support) on the proposed project team.

Describe experience managing projects of similar scope, size and complexity for public agencies, as well as experience performing the key elements of the project as outlined in the RFP.

B. Project Understanding & Methodology Section

Propose a solution to the requests in the RFP that reflects a clear understanding of the project. Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail the methods, including controls by which your firm or entity manages projects of the type sought by this RFP.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section, including a Quality Control and Inspection Program.

3. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

4. Provide a proposal that is complete, clear, logically organized, and contains all of the required elements of the RFP, including an understanding of operational assets and constraints.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize time and cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for services desired.

C. Staffing

Provide a list and resumes of individual(s) who will be working on this project, their relevant experience, and indicate the functions that each will perform and anticipated hours of service of each individual.

D. References

Provide a list of at least municipal/public agency references for similar services provided by your firm. The City reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

E. Compensation Proposal

All proposers shall submit a compensation proposal which delineates costs for all staff working on the project and compensation due to the City each year of the agreement, including proposed revenue share percentages or amounts and any annual guarantees. Proposals shall be valid for a minimum of 180 days following submission.

PROCESS FOR SUBMITTING PROPOSALS

Sealed proposals for this RFP shall be filed with the Purchasing Division at 156 S. Broadway, Suite 270, Turlock, California, 95380, on or before 3:00 PM on Thursday, April 23, 2026. No late proposals will be accepted. Proposers shall submit one original, and three hard copies of the proposal, along with one electronic copy via USB flash drive.

The City reserves the right, without limitation and at its sole discretion, to accept or reject any or all proposals and/or terminate this RFP process at any time, for any reason, without notice and with no obligations.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

The City will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration. The City will make a selection on the basis of best value to the City.

The criteria are as follows:

Criteria Categories	Points Possible	Points Awarded
Qualifications & Experience: Include ability to provide the requested scope of services, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, as well as qualifications and experience of key personnel.	20	
Project Understanding & Methodology: Includes an understanding of the RFP and of the project's scope of services, operational assets and constraints, and knowledge of applicable laws and regulations related to the scope of services.	20	
Compensation Proposal	50	
References	10	
Total Points	**100**	

Please note that this RFP pertains to professional services, and the above referenced scoring rubric will be used as guidance only. Given the nature of the services, the City reserves the right to utilize its discretion in awarding the project. The City also reserves the right to negotiate

pricing and contract terms. After reviewing the proposals, City Staff may conduct interviews with the top firms. Staff will forward a recommendation to the City Council for final selection.

The City reserves the right to reject all proposers and/or to invite other individuals and/or firms to respond to this RFP if the proposals received are inadequate.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Proposal Review

The Committee will review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The City may contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of the evaluation process, the Committee will rank all Proposers according to the evaluation criteria set forth above. The Committee will conclude the evaluation process at this point, and make a recommendation for award.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

EXPARTE COMMUNICATIONS

Proposers and Proposers' representatives cannot communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives cannot communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf.

CONFLICT OF INTEREST

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

STANDARD TERMS AND CONDITIONS

A. **Amendments**

The City reserves the right to amend or supplement this RFP prior to the proposal due date.

B. **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

C. Professional Services Agreement (PSA)

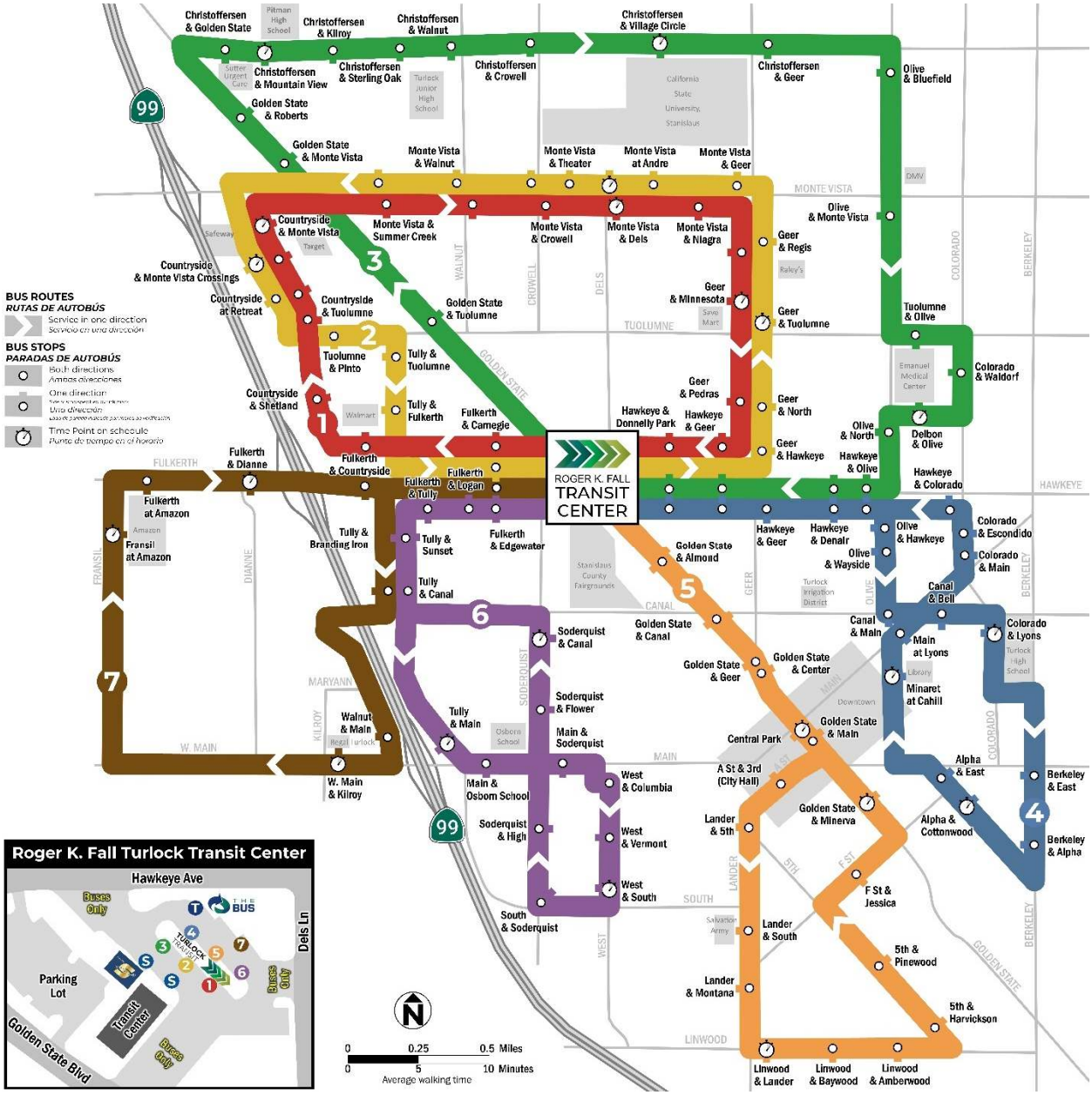
The City will require a professional services agreement from the proposer found most qualified. A copy of the City's standard PSA is included as Attachment G – Sample Professional Services Agreement. Please be advised the following provisions of the City's PSA are non-negotiable:

- Indemnification
- All insurance terms
- Termination
- Ownership/Us of Contract Materials and Products
- Disputes
- Governing Law

If an agreement cannot be reached, negotiations with an alternate proposer may commence.

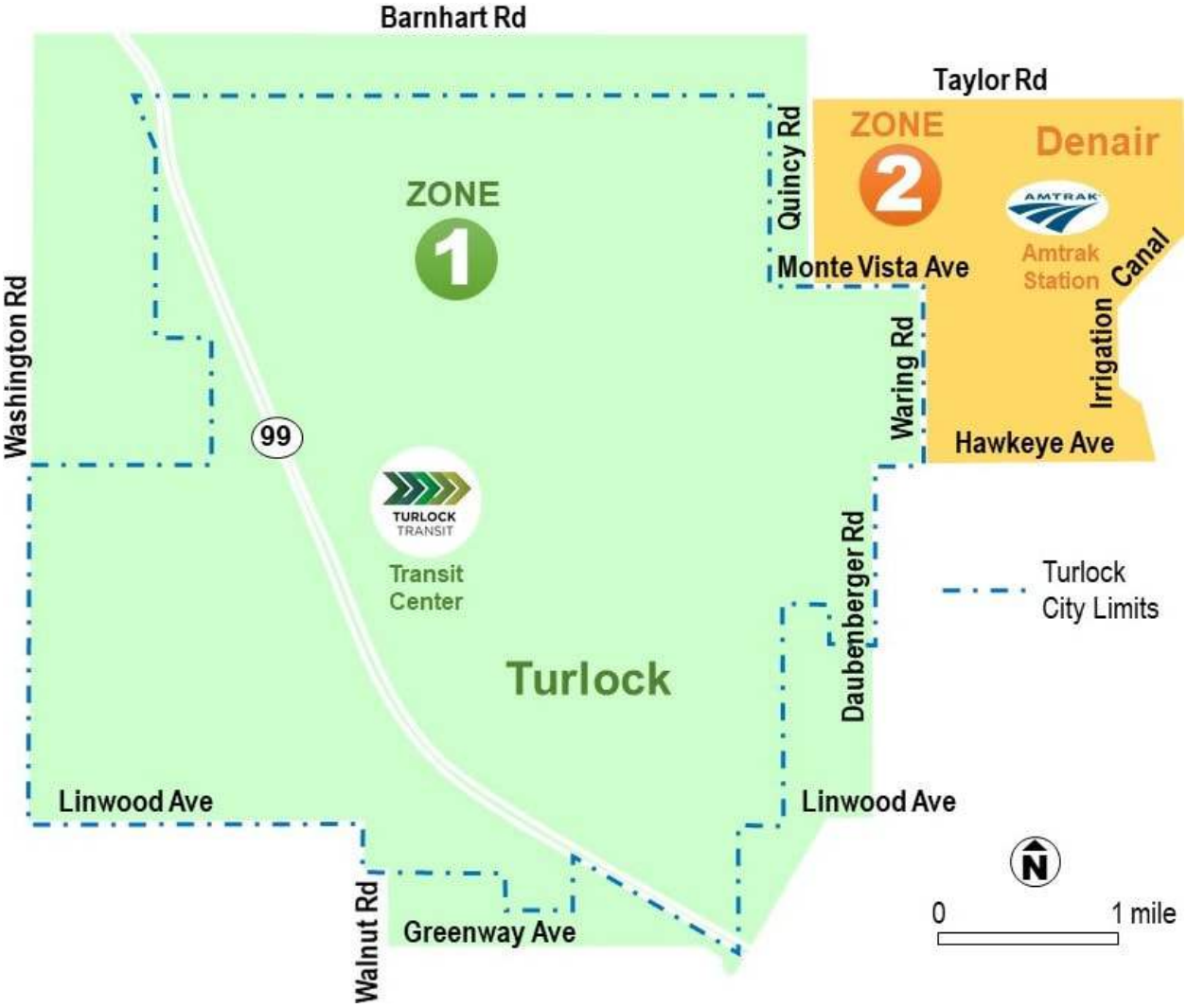
Appendix A – Fixed Route System Map

This appendix shows the Turlock Transit fixed route system map with the location of the bus routes and stops.



Appendix B – Demand Response Service Area Map

This map shows the service area of our Demand Response vehicles. Zone 1 is the greater Turlock area that serves Paratransit only. The On-Demand service includes both Zone 1 and Zone 2, extending to the Community of Denair and the Amtrak Station.



Appendix C – Transit Asset Inventory

This appendix provides a detailed inventory of the City's fixed-route and demand-response (Paratransit and On-Demand) transit vehicles, as well as current and planned bus shelters included in the Transit Advertising Program.

The inventory is subject to change during the contract term as vehicles are replaced or added, and as new bus shelters are installed. The Contractor will be notified in writing of any updates to this inventory.

C.1 Fixed-Route Fleet

The City's fixed-route fleet consists primarily of ten (10) Gillig Low-Floor buses and four (4) Champion Transport cutaway vehicles. The Champion cutaway vehicles are scheduled to be replaced by Arboc Spirit of Mobility cutaway vehicles prior to the start of contract.

All fixed-route vehicles are equipped with advertising spaces as defined in **Appendix D – Advertising Placement & Size Standards**, except where otherwise noted.

Veh No.	Year	Make	Model	Length (ft)	Notes
1049	2015	Champion	Transport	26	Scheduled to be replaced before the start of the contract.
1050	2015	Champion	Transport	26	Scheduled to be replaced before the start of the contract.
1051	2015	Champion	Transport	26	Scheduled to be replaced before the start of the contract.
1052	2015	Champion	Transport	26	Scheduled to be replaced before the start of the contract.
1058	2018	Gillig	Standard LF	35	
1059	2018	Gillig	Standard LF	35	
1060	2018	Gillig	Standard LF	35	
1061	2018	Gillig	Standard LF	35	
1062	2019	Gillig	Standard LF	35	
1063	2019	Gillig	Standard LF	35	
1064	2019	Gillig	Standard LF	35	
1065	2019	Gillig	Standard LF	35	
1068	2020	Gillig	Standard LF	35	
1069	2020	Gillig	Standard LF	35	

C.2 Demand Response Fleet

The City's demand response fleet consists primarily of eight (8) Arboc Spirit of Mobility cutaway vehicles. Four (4) buses are used for our Paratransit service and four (4) buses are used for our "On-Demand" service available to the general public.

Veh No.	Year	Make	Model	Length (ft)	Notes
1038	2015	Arboc	GM 4500	26	Scheduled to be replaced before the start of the contract.
1039	2015	Arboc	GM 4500	26	Scheduled to be replaced before the start of the contract.
1040	2015	Arboc	GM 4500	26	Scheduled to be replaced before the start of the contract.
1041	2015	Arboc	GM 4500	26	Planned to be retired or moved to contingency fleet before start of the contract.
1042	2015	Arboc	GM 4500	26	Planned to be retired or moved to contingency fleet before start of the contract.
1070	2022	Arboc	Spirit of Mobility	26	
1071	2022	Arboc	Spirit of Mobility	26	
1072	2022	Arboc	Spirit of Mobility	26	

C.3 Bus Shelter Inventory

The following table identifies the current (22) bus shelters included in the advertising program. The City may add shelters as new installations occur.

Stop No.	Location / Street Intersection	# of Ad Panels	Ad Panel Size (in)	Lighting
123	Countryside Dr & Monte Vista Crossing	2	48 × 69	Solar
127	W. Monte Vista Ave & Crowell Rd	2	48 × 69	Solar
130	Geer Rd & Regis St	2	48 × 69	Solar
131	Geer Rd & Minnesota Ave	2	48 × 69	Solar
135	Geer Rd & E. Tuolumne Rd	2	48 × 69	Solar
136	Geer Rd & Regis St	2	48 × 69	Solar
138	W. Monte Vista Ave & Dels Ln	2	48 × 69	Solar
142	Countryside Dr & Monte Vista Crossing	2	48 × 69	Solar
145	N. Tully Rd & Fulkerth Rd	2	48 × 69	Solar
150	Monte Vista & Countryside (EB)	2	48 x 69	Solar
157	E. Tuolumne Rd @ Emanuel Medical Center	2	48 × 69	Solar
159	Delbon Ave @ Emanuel Medical Center	2	48 × 69	Solar
165	N. Olive Ave & Wayside Dr	2	48 × 69	Solar
166	E. Canal Dr & E. Main St	2	48 × 69	Solar
185	N. Golden State Blvd & Geer Rd	2	48 × 69	Solar
187	A St & 3rd Ave	2	48 × 69	Solar
189	Lander Ave & South Ave	2	48 × 69	Solar
198	N. Golden State Blvd & E. Main St	2	48 × 69	Solar
199	N. Golden State Blvd & N. Center St	2	48 × 69	Solar
229	Minaret @ Cahill	2	48 x 69	Solar
235	Fransil @ Amazon	2	48 × 69	Solar
236	Fulkerth @ Amazon	2	48 × 69	Solar

Notes:

- All shelters are Tolar "Sierra Dome Roof" models or equivalent.
- Each ad panel accommodates standard 48" × 69" posters as described in **Appendix D**.
- Contractor is responsible for maintaining ad panel hardware and surfaces, but not structural shelter components.
- City reserves the right to temporarily cover or replace ad panels with City messaging for short-term campaigns (typically up to 48 hours, a few times per year).

C.4 Inventory Updates

- The City will provide written notice of any new vehicles or shelters added to the system.
- Contractor shall verify asset identification numbers and update its advertising inventory list within 30 days of notification.
- Additions or removals will not alter the contract's revenue-sharing percentage but may affect total available inventory.

Appendix D – Advertising Placement & Size Standards

This appendix defines the advertising panel types, dimensions, and placement areas available on the City's transit vehicles and bus shelters. All placements are subject to City approval prior to installation.

D.1 Transit Vehicle Advertising

Ad Type	Typical Placement	Approximate Dimensions (inches)	Notes
King Panel	Street-side exterior	144" W × 30" H	Largest standard panel. May not obstruct logos or route numbers.
Queen Panel	Curb-side exterior	108" W × 30" H	May be adjusted to accommodate windows and doors.
Super Tail	Rear exterior panel	70" W × 21" H	Must not block brake lights, turn signals, or license plate.
Partial Wrap	Sides and/or rear	Variable	City approval required before installation; may include window perf materials; must comply with all applicable window visibility and safety regulations.
Full Wrap	Entire bus body	Variable	City approval required before installation; no wrap may cover safety decals.

D.2 Shelter Advertising

Panel Type	Typical Placement	Approximate Dimensions (inches)	Notes
Standard Display Panel	Shelter sidewall, facing street or seating area	48" W × 69" H	Single or double-faced panels, installed flush and level.
Backlit Panel (if equipped)	Shelter end wall	48" W × 69" H	Requires City approval for lighting use and electrical connection.

D.3 General Requirements

- All measurements are approximate; Contractor must verify actual panel sizes before printing.
- Advertising may not obscure emergency or regulatory signage.
- All ad artwork and placement diagrams must be approved by the City prior to installation.
- No ad may be installed for more than one (1) year without replacement or renewal.
- All materials must be high-quality, UV-resistant, and intended for outdoor transit use.
- All advertising materials and installations are subject to final approval by the City.

Appendix E – Advertising Policy and Content Restrictions

This appendix outlines content and design standards for all advertising displayed on City Transit Facilities.

E.1 Purpose

To ensure that advertising displayed on City-owned transit assets maintains a positive community image and complies with applicable laws.

E.2 General Policy

All advertisements must be commercial, promotional or public service in nature. This can include tourism, education, healthcare and public safety. The City reserves the right to reject or remove any advertisement inconsistent with this solicitation.

E.3 Prohibited Content

Advertising shall **not** contain or promote any of the following:

1. False, misleading, or deceptive statements.
2. Obscene, pornographic, or sexually explicit material.
3. Profanity or vulgar language or images.
4. Depictions or promotion of violence, firearms, or weapons.
5. Illegal activity, including illegal drug use or paraphernalia.
6. Alcoholic beverages, tobacco products, or vaping devices.
7. Discriminatory or demeaning material targeting race, gender, religion, age, sexual orientation, disability, or national origin.
8. Political or election-related advertising (candidates, ballot measures, issue advocacy, or endorsements).
9. Religious messages intended to proselytize or disparage other beliefs.
10. Advertisements that compromise public safety, including those resembling traffic signs or emergency alerts.
11. Content that may interfere with transit operations or imply City endorsement of any product, service, or viewpoint.

E.4 Restricted Categories (Case-by-Case Review)

The following may be permitted with prior City approval:

- Government, nonprofit, or public service announcements.
- Tourism or community event promotions.
- Health and wellness campaigns consistent with public benefit.

E.5 Review and Appeals Process

1. **Contractor Review:** The Contractor shall review all advertising for compliance before installation.
2. **Initial Determination:** If content is questionable, the Contractor may seek input from the Contract Administrator and the Contract Administrator shall provide Contractor with a written determination.
3. **Appeal Process:**
    - Appeals may be submitted in writing to the Transit Manager.
    - The Transit Manager's written decision may be appealed to the City Manager, whose decision is final.
4. **Removal:** The City may direct the Contractor to remove noncompliant advertising materials at the Contractor's expense within 48 hours.

Appendix F – Bus Shelter Specifications

This appendix provides details about the shelters included in the City's advertising program.

F.1 Existing Inventory

Shelter Model	Manufacturer	Quantity	Features
Sierra Dome Roof Shelter	Tolar Manufacturing	22 (initial)	Aluminum frame, powder-coated finish, polycarbonate roof panels, two (2) back-to-back side ad panels (48" × 69") with side-hinged doors containing 3/16" clear tempered glass or polycarbonate, solar LED lighting in shelter roof (where applicable).

F.2 Future Expansion

- The City anticipates adding up to twenty (20) additional shelters of similar design during the contract term.
- New shelters will be installed at priority bus stop locations identified based on ridership demand and community needs.
- The Contractor will automatically gain advertising rights for newly installed shelters, subject to the same terms and revenue sharing structure.

F.3 Installation and Maintenance

- The City (or its construction contractor) will install shelters; the Advertising Contractor is responsible for maintaining ad panels and related display hardware.
- Contractor shall clean and inspect ad panels as part of its regular maintenance program.
- Shelter advertising materials must not obstruct visibility, ADA clearances, or transit signage.

F.4 Lighting and Electrical

- Some shelters include solar or low-voltage LED lighting for the seating area.
- None of the existing shelters have lighting for the ad panels.
- Contractor must obtain City approval prior to connecting any electrical components for advertising panels.
- City retains ownership and control of all electrical infrastructure.

Exhibit B

ZENITH
BILLBOARDS

REQUEST FOR PROPOSALS (RFP) NO. 25-023

FOR

TRANSIT ADVERTISING SERVICES

Submitted to City of Turlock
Submitted by Zenith Billboards, LLC

Cover Letter

City of Turlock
Attn: Purchasing Division
156 South Broadway, Suite 270
Turlock, California 95380

Re: Proposal for RFP No. 25-023 – Transit Advertising Services

Dear Evaluation Committee,

Zenith Billboards, LLC is pleased to submit this proposal in response to the City of Turlock's Request for Proposals for Transit Advertising Services. We appreciate the opportunity to present a program designed to generate meaningful revenue for the City while maintaining the professional image, operational efficiency, and community values of Turlock Transit.

Zenith Billboards is a California-based outdoor advertising company with substantial experience in transit and outdoor media sales, operations, advertiser relations, and revenue development. Our company understands the unique balance required when managing advertising on public assets. A successful transit advertising program must maximize occupancy and financial returns while remaining organized, responsive, and respectful of community standards. That is the exact model Zenith Billboards brings to every partnership.

We understand the City is seeking an exclusive contractor to manage advertising on buses, bus shelters, and future transit amenities beginning July 1, 2026. Zenith Billboards is fully prepared to launch a comprehensive program immediately upon award. Our approach combines aggressive sales outreach, responsive maintenance, clear reporting, strong advertiser relationships, and close coordination with City staff.

We believe Turlock is a growing and dynamic Central Valley community with strong local business demand and significant regional advertising potential. Our team is confident we can create a best-in-class transit advertising program that produces reliable annual revenue for the City while enhancing the visibility of local and regional businesses.

Thank you for your consideration. We welcome the opportunity to serve the City of Turlock and look forward to discussing this proposal further.

Respectfully submitted,

A. Rodriguez

Andy Rodriguez
Owner, Zenith Billboards LLC
PO Box 690632
Stockton CA95269
209 • 888 • 7419

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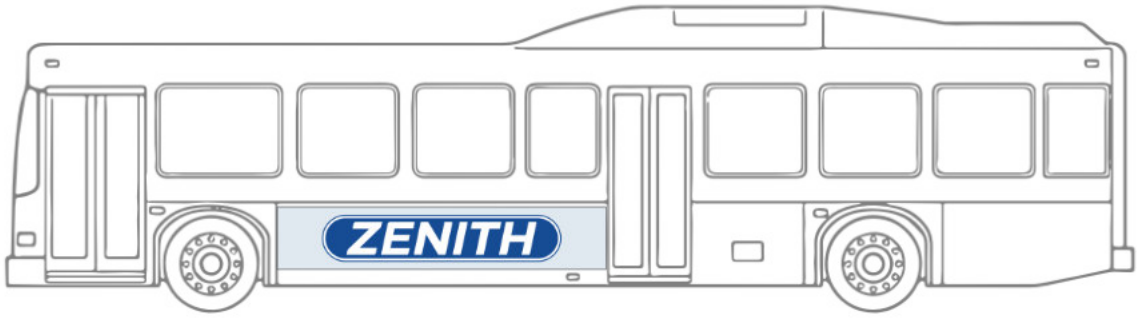


Qualifications and Experience

Zenith Billboards, LLC is a California-based, family-owned outdoor advertising company founded by Andy and Kailani Rodriguez.

What began with a single billboard has grown into a robust network of billboard assets across California, along with transit advertising programs serving multiple communities.

The company specializes in billboard operations, transit advertising, and municipal advertising programs, with a strong focus on building long-term, revenue-generating partnerships with cities, counties, and public agencies. Zenith Billboards was established on the principles of responsive service, professional management, and consistent performance, and has steadily grown into a respected regional operator through disciplined expansion and strong client relationships.

Zenith Billboards, LLC is organized as a California Limited Liability Company and is in good standing with the State of California. The company is privately owned and operated by Andy Rodriguez and Kailani Rodriguez. Mr. Rodriguez serves as Managing Principal and oversees executive leadership, strategic planning, public agency partnerships, contract administration, business development, and operational performance. Mrs. Rodriguez serves in a senior administrative and financial management role, overseeing accounting, billing administration, accounts receivable, payment processing, financial record keeping, and internal administrative controls. Because Zenith is independently owned, clients receive direct access to ownership and decision-makers without multiple corporate layers, allowing for faster responses and stronger accountability.

The primary contact for this proposal is Andy Rodriguez.
Email: andy@zenithbillboards.com
Phone: (209) 888-7419
Website: www.zenithbillboards.com

Zenith Billboards is submitting this proposal as the prime contractor and is not proposing the use of a sub-consultant for this engagement. All key services will be performed directly by Zenith personnel and managed from our California operations. If specialized outside vendors are required for printing, fabrication, or installation support, those vendors will operate under Zenith's direct supervision and responsibility.

The proposed project team is intentionally structured to provide turnkey management with minimal impact on the City of Turlock. Senior leadership will remain actively involved throughout the contract term. Zenith's team includes executive management, advertising sales professionals, client account management staff, graphic design resources, production coordinators, field installation personnel, accounting administration, and customer support staff. This structure allows Zenith to manage the full life cycle of the advertising program, including prospecting, contracting, creative coordination, scheduling, installation, invoicing, collections, reporting, and customer service.

Zenith's professional experience includes management of transit advertising and municipal advertising programs requiring ongoing coordination with public agencies, adherence to advertising standards, active sales development, and reliable revenue remittance. Zenith currently manages and/or operates advertising programs for multiple public transit systems and municipalities throughout California, including Solano County Transit, Trinity County Transit, Fresno EOC Transit, City of Petaluma transit and shelter advertising, City of Escalon, and City of Lodi transit and shelter programs.

These projects are comparable in scope and complexity because they require the same core services requested by the City of Turlock, including advertising sales, advertiser recruitment, contract administration, creative review, production management, installation scheduling, maintenance coordination, invoicing, collections, policy compliance, and ongoing communication with agency staff.

In addition to public-sector advertising management, Zenith owns and operates a portfolio of more than 75 billboard assets throughout California. This direct ownership experience gives Zenith a strong understanding of pricing strategy, occupancy management, advertiser retention, maintenance standards, and maximizing asset performance. It also allows Zenith to package transit inventory with billboard opportunities when beneficial, increasing advertiser interest and improving revenue potential.

Zenith understands that successful management of the Turlock Transit advertising program requires both public-sector professionalism and private-sector sales execution. Our team understands municipal expectations related to responsiveness, documentation, community standards, and accountability, while also possessing the sales discipline necessary to actively market inventory, secure advertisers, renew contracts, and grow revenue over time.

Because Zenith operates extensively in California and understands Central Valley markets, we are familiar with the business sectors most likely to advertise in Turlock. These include healthcare providers, educational institutions, automotive dealers, retailers, restaurants, real estate firms, financial services, insurance providers, agricultural businesses, employment recruiters, and community organizations. This market familiarity allows Zenith to begin outreach quickly following contract award.

Zenith Billboards is highly qualified to perform the services outlined in this RFP based on our proven experience managing comparable public advertising programs, our hands-on management structure, our California market presence, and our demonstrated ability to generate revenue while maintaining professional standards. We are prepared to deliver a turnkey, responsive, and financially productive advertising program that reflects positively on the City of Turlock.

Project Understanding & Methodology

Zenith Billboards, LLC understands that the City of Turlock is seeking a professional and experienced contractor to manage, market, administer, and grow its transit advertising program in a manner that generates revenue, protects public assets, minimizes staff involvement, and maintains a high standard of professionalism. The City requires a turnkey partner capable of handling all aspects of advertising sales, client management, production coordination, installation oversight, maintenance response, billing administration, policy compliance, and program reporting. Zenith fully understands these objectives and is prepared to deliver a comprehensive program structured to perform at the level expected from a national provider while maintaining the responsiveness and accountability of a privately owned California company.

Our methodology is based on active sales management, operational discipline, professional presentation, and transparent communication with City staff. Unlike firms that simply wait for inbound inquiries, Zenith operates through proactive advertiser outreach, local market development, regional campaign packaging, contract renewals, and continuous inventory management. Our objective is to keep advertising assets productive, visually attractive, and revenue generating throughout the term of the agreement.

1. Implementation Plan and Project Management Controls

Upon contract award, Zenith will initiate a structured implementation process designed to transition the program quickly and efficiently. During the first phase, Zenith will meet with designated City representatives to confirm available advertising assets, approved advertising formats, operational restrictions, installation windows, content standards, reporting expectations, and communication procedures. We will develop a complete inventory schedule identifying each bus, shelter, or other approved advertising asset available for sale.

Following inventory confirmation, Zenith will prepare market-ready sales materials, pricing schedules, advertiser agreements, creative specifications, and internal tracking systems. Our sales team will immediately begin outreach to local businesses, regional advertisers, agencies, institutions, and statewide accounts. Because Zenith also operates billboard and transit programs throughout California, we are able to cross-market Turlock inventory into broader campaigns rather than relying solely on local demand.

Zenith manages programs through internal controls that include contract tracking, installation scheduling logs, proof approval procedures, invoice monitoring, collections oversight, renewal calendars, and compliance reviews. Every advertiser account is monitored from proposal through payment and campaign completion. This disciplined process ensures organized operations, accurate billing, and reliable revenue remittance to the City.

Regular management reviews will be conducted to evaluate occupancy levels, pending proposals, renewals, collections, installation status, and revenue performance. If inventory is underperforming, Zenith will immediately adjust pricing strategy, outreach targets, packaging opportunities, or promotional offerings to improve results.

2. Client Satisfaction / Scope of Work / Quality Control & Inspection Program

Zenith's philosophy is that client satisfaction begins with responsiveness, consistency, and problem resolution. The City will have direct access to ownership and management, allowing questions or concerns to be handled quickly without unnecessary bureaucracy. Calls and emails from City staff will receive prompt responses, and urgent operational matters will be prioritized immediately.

To satisfy the Scope of Work, Zenith will perform all major program responsibilities including advertiser solicitation, negotiations, contract execution, creative coordination, production ordering, installation scheduling, maintenance follow-up, invoicing, collections, reporting, and customer service. Our goal is to operate the advertising program so efficiently that City staff are not burdened by day-to-day administration.

Quality control begins before installation. All artwork will be reviewed for policy compliance, sizing, readability, production accuracy, and overall professional appearance. No materials will move into production until approvals are complete. Installations will be scheduled to minimize service disruption and performed by qualified personnel using industry-standard materials and methods.

Post-installation inspections will be conducted to confirm correct placement, clean presentation, secure application, and overall quality. If damage, fading, peeling, vandalism, or installation deficiencies occur, Zenith will coordinate timely repair or replacement. We recognize that every ad displayed on City assets reflects on the City itself, and appearance standards will be taken seriously.

Zenith will also monitor advertiser satisfaction through regular communication, renewal outreach, campaign follow-up, and quick resolution of concerns. Satisfied advertisers renew campaigns, refer new business, and strengthen long-term revenue performance.

3. Roles of City Staff and Zenith Staff

Zenith's intent is to minimize demands on City personnel while maintaining proper municipal oversight. City staff responsibilities would primarily include designation of a program contact, confirmation of approved advertising policies, review of any restricted or sensitive content requiring City input, coordination of vehicle availability or operational access when needed, and receipt of reporting and revenue payments.

Zenith staff will handle the operational workload. This includes prospecting advertisers, preparing proposals, negotiating contracts, collecting artwork, coordinating design assistance when needed, managing production vendors, scheduling installations, conducting inspections, invoicing clients, collecting payments, maintaining records, preparing reports, and responding to advertiser requests.

Where City approval is required, Zenith will present organized recommendations and materials so staff can make efficient decisions without unnecessary delays. Our role is to simplify the process and reduce administrative burden.

4. Complete, Organized, and Operationally Realistic Proposal

Zenith understands that public transit assets operate within real-world constraints including route schedules, maintenance windows, vehicle availability, safety standards, public

visibility, and content appropriateness. Our proposal is built around these realities.

We understand buses cannot be removed from service unnecessarily, shelter access may require coordination, weather can impact installation timing, and public-facing assets require tasteful, policy-compliant advertising. Zenith has practical experience operating within these constraints and will coordinate work accordingly.

Our approach is clear and organized: generate demand, manage accounts professionally, install quality advertising, maintain presentation standards, provide transparent reporting, and maximize revenue while respecting operational limitations.

5. Innovative / Creative Approaches to Maximize Performance

Zenith is prepared to bring strategies commonly used by larger firms, while maintaining local responsiveness and flexibility. These include bundling Turlock Transit inventory with billboard, shelter, and transit assets in surrounding markets to attract regional advertisers seeking broader reach.

We will also target underutilized advertiser categories such as healthcare systems, colleges, trade schools, staffing agencies, event promoters, financial institutions, telecom providers, and agricultural businesses. Seasonal campaigns tied to fairs, enrollment periods, tax season, hiring cycles, and holiday retail periods will be actively pursued.

Zenith can offer digital marketing support materials, professional spec sheets, audience presentations, and campaign recaps to help close larger accounts. We will maintain a renewal-first strategy to reduce vacancy and stabilize revenue.

Additionally, Zenith is open to alternative delivery methods requested by the City, including hybrid pricing models, guaranteed minimum annual revenue structures, increased local business outreach initiatives, sponsorship packages, public service campaign offsets, or expanded advertising asset categories if approved in the future.

Conclusion

Zenith Billboards understands the City is not simply hiring a vendor—it is selecting a revenue partner to professionally represent public assets. Our methodology combines aggressive sales execution, organized administration, strong quality control, responsive customer service, and innovative revenue strategies. We are confident in our ability to operate a first-class advertising program for the City of Turlock that performs competitively with national firms while delivering the service and accountability of a local owner-operated company.

Staffing

Zenith Billboards has assembled a management team that combines sales expertise, financial oversight, and production management to ensure the success of the City of Turlock's advertising program. Each member of the team brings specialized skills and will work under the direct supervision of company owner Andy Rodriguez, who will remain closely involved in day-to-day operations.

Andy Rodriguez
Owner & Project Manager

• Mr. Rodriguez will serve as City of Turlock's primary liaison and will oversee the overall administration of the contract. With more than ten years of experience managing billboard and transit advertising programs, he provides strategic direction, ensures compliance with City of Turlock's advertising policies, and guarantees that City of Turlock's needs are met with urgency and professionalism. He coordinates schedules with City of Turlock's fleet staff, manages subcontractors and ensures all vinyl and shelter installations meet safety and quality standards. He so oversees the rapid replacement of damaged or vandalized materials within the seventy- two-hour response requirement.

Kailani Rodriguez
Accounting & Contract Administration

• Mrs. Rodriguez oversees the financial management of the program, including revenue tracking, monthly reconciliations, and the disbursement of City of Turlock's share of advertising income. She ensures accuracy, transparency, and timely reporting, while also serving as the compliance officer for accounting-related requirements.

Ricardo "Rick" Rocha
Sales Manager

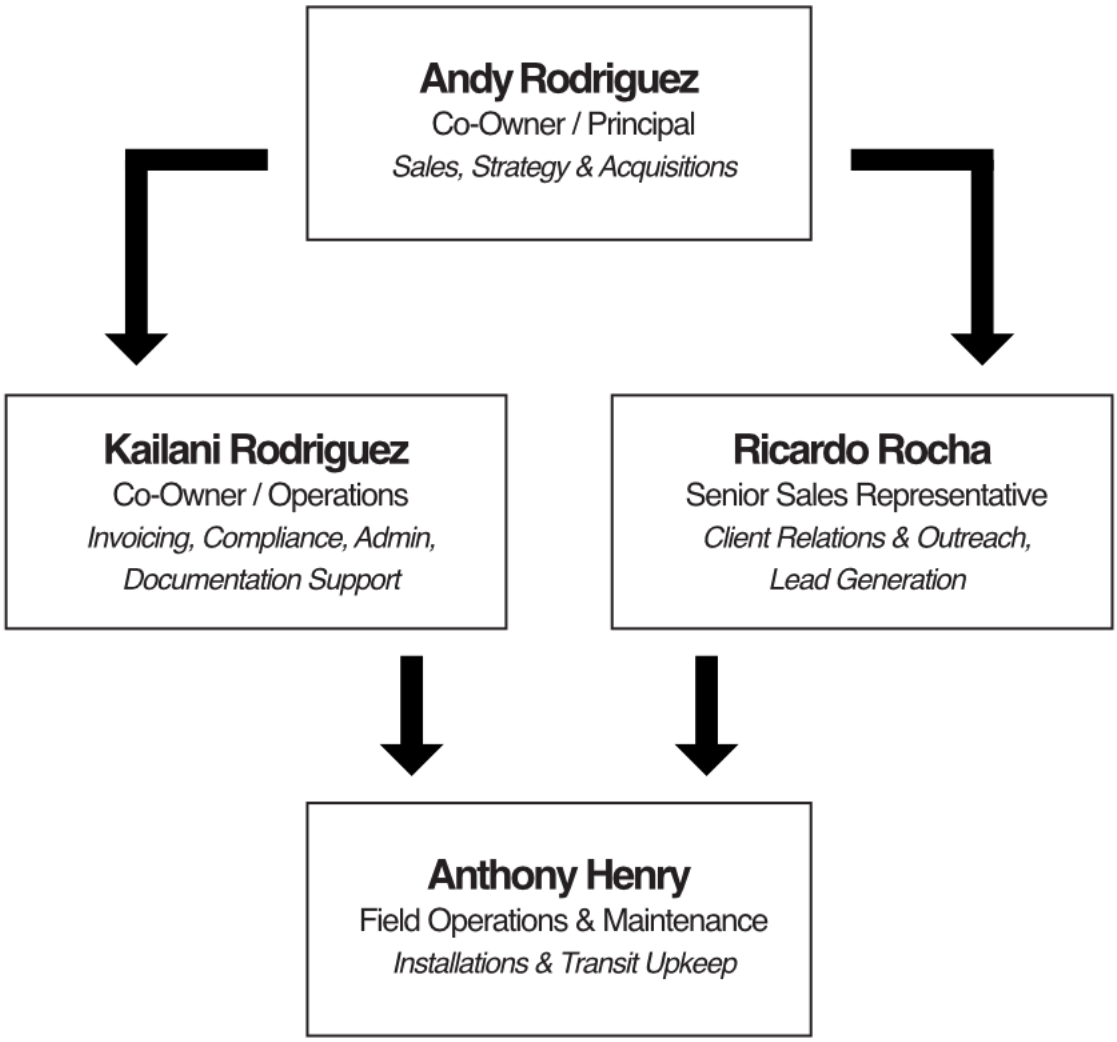
Mr. Rocha is responsible for developing and managing all advertising sales. His focus will be on cultivating relationships with national agencies, regional advertisers, and local businesses throughout City of Turlock's. With a background in both direct sales and agency negotiations, he is experienced in maximizing revenue streams for transit systems while maintaining compliance with agency advertising standards.

Anthony Henry
Production & Operations Manager

Mr. Henry directs all aspects of advertising production, installation, and maintenance or all our Transit and Billboard Advertising throughout the State of California.

Together, this team offers the City of Turlock a streamlined and efficient structure, with clearly defined roles in sales, accounting, and production that operate in full coordination. Unlike larger firms where decision-making can be delayed or disconnected, Zenith's leadership remains directly involved and readily accessible. This ensures City of Turlock has immediate access to accountable decision-makers who are fully invested in the success of the program. Zenith further commits that all key personnel assigned to this contract will remain dedicated and will not be reassigned or removed without the prior written approval of the City of Turlock.

Organizational Structure



Andy Rodriguez
Andy@zenithbillboards.com
PO Box 690632
Stockton,Ca 95269

President, Zenith Billboards | 2017 - Present:

Over the past nine years, I have spearheaded the transformation of Zenith Billboards from a brokering service for independent outdoor advertising companies into one of the leading brokers in California. This journey involved not only substantial growth but also the acquisition and development of more than 20 of our own billboard structures. In addition to these achievements, I played a pivotal role in assisting with Zenith Billboards' accounting needs. Furthermore, I played a pivotal role in assisting Valley Outdoor to revitalize their transit advertising sales program, achieving an outstanding 105% year-to-date growth.

Owner, Rodriguez Advertising | 2010 - 2017:

As the founder of Rodriguez Advertising, I led an advertising agency specializing in building brand awareness through prominent platforms like Instagram and Facebook. My focus was on helping local and regional businesses establish a meaningful presence on these social media platforms. Sales were a crucial part of the process, and in addition to facilitating their online visibility, I provided assistance in content creation and the development of paid advertising campaigns on social media.

Education:
Franklin High School
June 2008

Kailani Rodriguez
Kailani@zenithbillboards.com
PO Box 690632
Stockton,Ca 95269

Vice President, Zenith Billboards | 2017 - Present:

Over the past nine years, I have served as the Vice President at Zenith Billboards, overseeing all accounting and auditing responsibilities, contract management, and sales prospecting. My role involves a comprehensive approach to financial management and strategic business development. Additionally, I actively contribute to the sales prospecting process, ensuring a well-rounded engagement in the growth and success of the organization.

Supervisor, Metro PCS | 2009-2017

In my role as Supervisor for Metro PCS, not only did I excel in managing all aspects of accounting, including checks, balances, and invoices, but I also actively engaged in sales on the floor. Demonstrating a natural flair for salesmanship, I consistently ranked as a top performer. Combining financial acumen with a passion for delivering exceptional customer experiences, I contributed to the franchise's success by achieving outstanding results in phone sales. My multifaceted skill set allowed me to seamlessly bridge the gap between accounting expertise and front-end sales, creating a well- rounded and high-impact contribution to the organization.

Education:
American River College AA

Ricardo Rocha
Rick@zenithbillboards.com
1150 W Harding Way
Stockton, Ca 95203

Lead Sales Rep, Zenith Billboards | 2023 - Present:

Over the past three years, I've been the lead sales rep for Zenith Billboards, dedicating eight hours a day to proactively seek and secure new advertisers. This role involves a dynamic approach, including strategic cold calling, targeted door knocking, and a relentless boots-to-the-pavement strategy. I'm proud to report that through these efforts, I've successfully closed an impressive 23 deals year to date.

Sales Manager, AT&T | 2019 - 2023

As a Sales Manager at AT&T, my primary responsibility was to drive sales and ensure the sustained success of my market year after year. Achieving the top position in sales for five consecutive years, I demonstrated a consistent ability to exceed targets and deliver exceptional results. During my tenure, I led and managed a high-performing sales team of 15 representatives, fostering a collaborative and results-driven environment.

Sales Representative, Chase | 2012-2019

At Chase, my responsibilities were building relationships with customers, identifying their financial needs, and recommending banking products such as checking accounts, credit cards, loans, and investment services. I focused on delivering excellent customer service, driving sales growth, and helping clients achieve their financial goals while meeting company performance targets.

Education:
Sacramento State: 2008 - 2012
Bachelors in Accounting and Business Management

ZENITH BILLBOARDS

Anthony Henry
anthony@zenithbillboards.com
PO Box 561
Stockton, CA 95207

Lead Installer, Zenith Billboards | 2017 - Present:

* Serve as the primary installer for all Zenith Billboards vinyl campaigns, including full and partial wraps for buses, shelters, and billboards throughout California.
* Apply large-format vinyl graphics using precision cutting, surface preparation, and post-application heat treatments to ensure lasting adhesion and visual quality.
* Handle full project management of installs, including coordinating travel, scheduling, onsite problem solving, and equipment handling.
* Ensure wrap quality meets agency and brand standards, with consistent alignment and finish.
* Maintain ongoing communication with design and production teams to address any on-site changes or artwork corrections.
* Routinely work in field conditions and manage mobile installations across rural, suburban, and urban locations.

Co-Owner, Vinyl Installation & Tinting | 2004 - Present:

* Manage full-service vinyl wrap projects for a wide variety of applications: cars, boats, trailers, commercial buildings, windows, and interior walls.
* Execute each project from prep through final install, including measuring, surface cleaning, design placement, squeegee application, trimming, and heating.
* Specialize in curved and irregular surfaces requiring extra precision and planning.
* Provide direct communication with customers and vendors to ensure satisfaction and uphold brand guidelines.
* Travel across California with a full wrap toolkit and supplies, capable of completing jobs independently or leading a small team.

References

Zenith Billboards, LLC is pleased to provide the following client references who can speak to our experience, performance, and success in managing transit advertising services similar to those requested by City of Turlock:

1. Solano County Transit (SolTrans)
   Contact Person: Mandi Renshaw
   Email: mandi@soltransride.com
   Phone: (707) 736-6982

2. Fresno Economic Opportunities Commission (Fresno EOC)
   Contact Person: Thomas Dulin
   Email: Thomas.dulin@fresnoeoc.org
   Phone: (559) 263-8005 ext. 105

3. City of Lodi – Valley Outdoor Advertising (Lodi Transit Program)
   Contact Person: Mike Georguson
   Email: valleyoutdoor@icloud.com
   Phone: (209) 327-5584

4. City of Petaluma
   Contact Person: Jared Hall
   Email: jhall@cityofpetaluma.org
   Phone: (707) 778-4421

5. Trinity County
   Contact Person: Sarah Saad
   Email: ssaad@trinitycounty.org
   Phone: (530) 623-1365 ext. 3400

6. City of Escalon
   Contact Person: Mike Georguson
   Email: valleyoutdoor@icloud.com
   Phone: (209) 327-5584

Similar Qualifications

Zenith Billboards brings extensive, directly relevant experience to this contract. In Solano County, we manage the SolTrans program, overseeing advertising across a fleet of more than 52 buses. Through the Fresno Economic Opportunities Commission, we administer the advertising program for over 50 buses, handling sales, production, and installations. We also manage transit advertising programs for Trinity County Transit and the City of Petaluma Transit, providing full-service support including sales, creative coordination, installation, and ongoing maintenance. In both Lodi and the City of Escalon, we partner with Valley Outdoor (Mike Jorgensen) to manage transit advertising programs. Each of these projects requires us to balance sales growth with strict regulatory compliance, close agency coordination, and a rapid response to maintenance and service needs.

Solano County (SolTrans):

Zenith was awarded exclusive advertising rights for SolTrans and swiftly reached full inventory capacity. Due to strong advertiser demand and Zenith's operational excellence, SolTrans expanded its program to include additional advertising formats, such as side panel (King and Queen) placements. This expansion was a direct result of Zenith's proven ability to maximize revenue potential and instill long-term advertiser confidence. Today, we manage all aspects of SolTrans' transit advertising program, which stands as a testament to our ability to elevate and scale public agency partnerships.

Fresno EOC:

When Zenith assumed responsibility for the Fresno EOC transit advertising program, it was significantly underperforming. Within the first year, we increased ad revenue by over 300%—revitalizing the program through strategic outreach, upgraded design standards, and industry-leading turnaround times. Our comprehensive approach transformed Fresno EOC's transit program into a thriving, high-performance revenue source that continues to deliver results.

City of Lodi:

Zenith has partnered with Valley Outdoor (Mike Jorgensen) to support the management and sales of the City of Lodi's transit shelters and buses. Over the past six years, Zenith's proactive sales efforts have resulted in 100% occupancy across all 24 bus shelter locations, with a waiting list of advertisers eager to participate. This sustained success highlights the effectiveness of our sales strategy, client relations, and long-term commitment to delivering value for our partners.

City of Escalon:

Zenith Billboards, in partnership with Valley Outdoor (Mike Jorgensen), manages all advertising sales for the City of Escalon's transit system. This collaboration has resulted in a highly successful program, with Escalon's small transit fleet fully sold out for the past three years.

Trinity County:

Zenith Billboards assumed management of this advertising program in November 2025, following its operation by a previous vendor. Under the prior management, the program generated approximately $3,600 in annual revenue over the past five years.

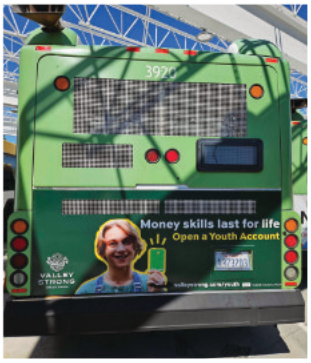
Since taking over the program, Zenith Billboards has significantly increased performance and demand. In just the first three months of management, the program has already generated $10,500 in advertising sales in 2026 alone, demonstrating the strong growth potential of the platform when actively marketed and professionally managed.

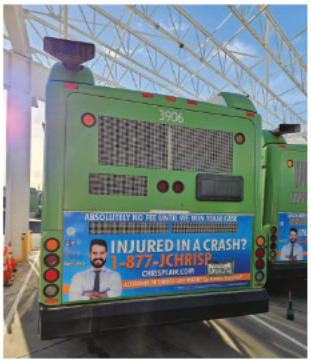
Petaluma:

Zenith Billboards assumed management of the Petaluma transit advertising program in January 2026. Prior to our involvement, the program was managed in-house. Since taking over operations, we have generated strong interest from local city departments, county agencies, and national advertisers. Based on current demand and our active sales

In addition to transit, Zenith operates more than Seventy Five billboards across California, representing clients that include national retailers, regional health systems, universities, and local small businesses. This diverse portfolio demonstrates our ability to market effectively to both large-scale buyers and local advertisers, a skill set that will directly benefit the City of Turlock.

Recent Installations





ZENITH BILLBOARDS LLC
PO Box 690632 : Stockton CA95269 : 209 • 888 • 7419 : zenithbillboards.com

Compensation Proposal

Zenith Billboards, LLC is pleased to submit the following compensation proposal to the City of Turlock for the management, marketing, sales, installation coordination, and administration of the City's transit advertising program. Our proposed structure is intentionally designed to maximize revenue to the City while creating a true performance-based partnership in which Zenith Billboards is incentivized to grow the program aggressively and efficiently.

Under our proposal, all advertising revenue generated through the transit advertising program, **less direct vinyl production and installation costs,** shall be distributed on a **30% / 70% revenue share basis, with 70% of net advertising revenue paid directly to the City of Turlock and 30% retained by Zenith Billboards** as compensation for providing full-service program management, including sales efforts, advertiser acquisition, account servicing, campaign coordination, collections support, market development, and ongoing administrative oversight.

All vinyl printing and installation costs shall be billed to the advertiser **at cost,** with no markup by Zenith Billboards. These expenses will be clearly identified as separate line items on all advertiser invoices to ensure full transparency. This allows the City to participate in the true advertising revenue generated while keeping production expenses clearly segregated and fully documented.

This proposal reflects our strong belief that the City should receive the lion's share of program income because the transit system is the public asset that creates the advertising opportunity. Zenith Billboards succeeds only when the City succeeds, and this structure ensures our interests remain fully aligned with the City's financial goals.

Rather than a flat-fee arrangement that limits upside potential, this performance-based model allows the City to directly benefit from every new advertiser, every renewed campaign, and every increase in market demand. We believe this revenue-sharing structure has the realistic potential to **triple the City's annual advertising revenue** through proactive sales management, improved occupancy rates, stronger local business outreach, strategic pricing, and consistent campaign execution.

There shall be no **separate staffing costs billed to the City** under this proposal. Zenith Billboards shall be solely responsible for all internal personnel expenses associated with sales, account management, reporting, coordination, and administration of the program.

Detailed monthly or quarterly accounting statements can be provided showing advertisers secured, revenue billed, production costs, installation costs, and the resulting amounts due to the City under the agreed revenue share formula.

Zenith Billboards further confirms that this compensation proposal and all pricing terms contained herein shall remain valid for a minimum of **180 days** following proposal submission, in accordance with the RFP requirements.

Our objective is simple: create a professionally managed transit advertising program that generates meaningful and growing revenue for the City of Turlock while maintaining complete transparency and accountability in all financial reporting.

ZENITH BILLBOARDS LLC
PO Box 690632 : Stockton CA95269 : 209 • 888 • 7419 : zenithbillboards.com

Bus Exteriors

Dates	Scheduled Minimum Annual Guarantee (MAG)	Monthly Payouts
Year 1: 7/1/2026 - 6/30/2027	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns
Year 2: 7/1/2027 - 6/30/2028	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns
Year 3: 7/1/2028 - 6/30/2029	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns
Year 4: 7/1/2029 - 6/30/2030	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns
Year 5: 7/1/2030 - 6/30/2031	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns

Bus Shelters

Dates	Scheduled Minimum Annual Guarantee (MAG)	Monthly Payouts
Year 1: 7/1/2026 - 6/30/2027	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns
Year 2: 7/1/2027 - 6/30/2028	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns
Year 3: 7/1/2028 - 6/30/2029	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns
Year 4: 7/1/2029 - 6/30/2030	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns
Year 5: 7/1/2030 - 6/30/2031	70% of net revenue	70% of net revenue to be paid out monthly for all campaigns

Example:

Zenith Billboards leases one tail advertisement to Advertiser A for a one-month term. The advertising rate is $100. In addition, vinyl production costs $50 and installation costs $75. The invoice will clearly itemize each charge, totaling $225. However, vinyl and installation are pass-through production costs and not advertising revenue. Therefore, net advertising revenue for revenue-share purposes would be $100, not $225.

See next page for invoice example:

Invoice

Zenith Billboards LLC
PO BOX 690632
Stockton, CA
95269

Bill To
Advertiser A PO BOX 690632 Stockton,Ca 95269

Date	Invoice No.	P.O. Number	Terms	Project
04/15/26	590	193850	Net 30	

Item	Description	Quantity	Rate	Amount
Transit Advertising	Bus Advertising Tails Placement	1	100.00	100.00T
Transit Advertising	Vinyl Cost	1	50.00	50.00T
Transit Advertising	Installation Cost	1	75.00	75.00T

July 2026 Campaign

Subtotal	$225.00
Sales Tax (0.0%)	$0.00
Total	$225.00

EXAMPLE ONLY

Conclusion

Zenith Billboards, LLC sincerely appreciates the opportunity to submit this proposal to the City of Turlock. We believe our company offers the ideal combination of local market knowledge, entrepreneurial responsiveness, hands-on management, operational discipline, and revenue-focused execution necessary to build and sustain a highly successful transit advertising program for the City.

Our objective is clear: to create, market, and manage a professional, organized, and revenue-generating advertising program that maximizes the value of City transit assets while protecting the image, reputation, and operational integrity of Turlock Transit. We understand the City is not simply selecting a vendor, but choosing a dependable long-term partner that will represent the community professionally, communicate effectively, and consistently deliver results.

Through our proposed compensation structure, in which the City receives the majority share of advertising revenue after direct production and installation costs, we are confident the program can significantly outperform prior results and create meaningful new revenue for the City. With proactive sales efforts, local business outreach, strong account management, transparent reporting, and active program oversight, we believe the City has the opportunity to substantially increase annual transit advertising income.

Zenith Billboards is fully prepared to begin implementation immediately upon award and to work collaboratively with City staff to ensure a smooth and efficient transition. From advertiser acquisition and campaign management to billing coordination, quality control, and customer service, our team is prepared to manage every aspect of the program with professionalism and accountability.

Thank you for your time, consideration, and review of our proposal. Zenith Billboards welcomes the opportunity to become the trusted transit advertising partner of the City of Turlock and to contribute to the continued growth and success of Turlock Transit for years to come.

Respectfully submitted,

A. Rodriguez

Zenith Billboards, LLC
Andy Rodriguez, Owner
andy@zenithbillboards.com
209-888-7419

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2026

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

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

PRODUCER	CONTACT NAME: Anthony Lugo
Diamond Legacy Insurance 2027 Grand Canal Blvd #35 Stockton CA 95207	PHONE (A/C, No, Ext): (925) 495-2233 FAX (A/C, No): E-MAIL ADDRESS: anthony@diamondlegacyins.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Zenith Billboards LLC 5053 COZAD WAY STOCKTON CA 952121905	INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPS8307829	10/16/2025	10/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXS4066998	10/16/2025	10/16/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Turlock is listed as additional insured with waiver of subrogation.

CERTIFICATE HOLDER

City of Turlock
156 South Broadway, Suite 270
Turlock, California 95380

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony Lugo

©1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF
INSURANCE PROVISIONS
in Contract No. 2027-025
between
THE CITY OF TURLOCK
and
ZENITH BILLBOARDS LLC

The following insurance requirements set forth in the above-referenced Agreement have been waived for the stated reasons:

1. Automobile Liability Insurance: ZENITH BILLBOARDS LLC (company) will not be using an automobile as part of the work or services under this Agreement.

Dated: 06/10/2026

Andy Rodriguez

Andy Rodriguez
Zenith Billboards, LLC

Will Richards, Acting Municipal Services Director
City of Turlock

City Council Staff Report

June 23, 2026

From:	Jason Hedden, Police Chief
Prepared by:	Amanda Fortado, Support Operations Manager
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement between Motorola Solutions and the City of Turlock, in a form approved by the City Attorney, in an amount not to exceed $790,735 for contracted maintenance of the radio system for the period of July 1, 2026 through June 30, 2030, where funding is budgeted in the respective departments funds and approving sole source procurement of radio system equipment from Motorola contingent on the availability of budgeted funds, without compliance to the formal bid procedures in accordance with Turlock Municipal Code Section 2-7-8(b)(2).

2. NARRATIVE:

The City of Turlock has been using Motorola radio equipment for numerous years and has been contracted for maintenance of the radio system since October 2023. Previously the agreement included maintenance of the portable and mobile radios, however, due to changing contract terms, Motorola will now only provide the annual maintenance of the main radio infrastructure. Maintenance of portables and mobiles will be diverted to a Motorola certified third party to be presented to Council for approval at a later date.

Staff is also seeking a determination by the City Council authorizing the contract with Motorola and purchase of radio system equipment as a sole source vendor. The City's procurement ordinance as set forth in Turlock Municipal Code Section 2-7-08(b)(2) provides this type of service and sole sourcing is justified when the supplies, materials, equipment, or services can be obtained from only one (1) vendor.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for this agreement has been budgeted in the respective department's and Funds to accounts:

116-20-225.43228_002
116-30-305.43228_002
410-51-530.43228_002
420-52-550.43228_002
410-51-530.43228_002
420-52-550.43228_002
505-50-525.43228_002
425-40-415.43228_002
426-40-415.43228_002
426-40-415.43228_002
410-51-531.43228_002
420-52-550.43228_002

110-60-600.43228_002

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

Alternative 1: Reject the agreement and direct staff to reissue a solicitation. Due to Motorola being the sole provider for this equipment, this would delay the contract approval with the same vendor being awarded the bid.

Alternative 2: Approve a reduced scope of work with corresponding cost adjustments. This is not recommended due to the nature of the work provided in this agreement.

6. ATTACHMENTS:

1. Motorola Agreement 2026-2030

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-3530210
Contract Number: USC000856197
Contract Modifier: R02-MAR-26 04:27:37

Date:03/04/2026

Company Name:	TURLOCK POLICE DEPT
Attn:	
Billing Address:	244 N BROADWAY
City, State, Zip:	TURLOCK , CA, 95380
Customer Contact:	Amanda Fortado
Phone:	209-656-3147

Required P.O. :
PO # :
Customer # :1000297186
Bill to Tag # :
Contract Start Date :01-Jul-2026
Contract End Date :30-Jun-2030
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	$790,734.84

Subtotal - Recurring Services		$790,734.84
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$790,734.84

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:
CITY OF TURLOCK Essential Plus Maintenance 4YR 2026-2030

Essential Plus Package Includes: Dispatch, Onsite System Support, Annual Preventative Maintenance (PM), Infrastructure Hardware Repair & Return, Security Update Service, and Network Monitoring

Security Update Service (SUS) is on SUAII Agreement USC000139359

SITES COVERED:

DISPATCH SITES -
TPD DISPATCH (A09F31D1)
CSUS DISPATCH (A09F31D2)
(8) MCC7500 VPM/ (3) CCGW/ (8) Z440/ (5) GGM8000/ (1) GCP8000/ (1) CAM

CORE/MASTER & RF SITES -
A09F31 L2_MASTER Turlock PD
A09F3101 PRIME Turlock Simulcast
A09F310101 REMOTE Turlock PD SS1
A09F310102 REMOTE CSUS SS2
(12) GTR8000/ (8) GCM8000/ (8) GGM8000

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
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Quote Number : QUOTE-3530210
Contract Number: USC000856197
Contract Modifier: R02-MAR-26 04:27:37

ANNUAL PAYMENTS:
Year 1 2026-2027: $175,480.60
Year 2 2027-2028: $189,519.05
Year 3 2028-2029: $204,680.57
Year 4 2029-2030: $221,055.30

TOTAL OF PAYMENTS: $790,735.52

Quote Expiration Date: June 30, 2026

I have received Applicable Statements of Work which describe the Services provided on this Agreement. Motorola's Terms and Conditions are attached hereto and incorporated herein by reference. By signing below, Customer acknowledges these terms and conditions govern all Services under this Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
	Senior CSM	June 04, 2026
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Ian Castro	408-531-5275	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	TURLOCK POLICE DEPT
Contract Number :	USC000856197
Contract Modifier :	R02-MAR-26 04:27:37
Contract Start Date :	01-Jul-2026
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MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Quote Number : QUOTE-3530210
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Contract Modifier: R02-MAR-26 04:27:37

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
1.1 These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. SOFTWARE, SUA, VIDEO AND SUBSCRIPTION SERVICES
All sofware, SUA, video and subscription services provided by Motorola are governed by the Motorola Solutions Customer Agreement available at: https://www.motorolasolutions.com/en_us/about/legal/communications_terms.html.

Section 18. GENERAL TERMS
18.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

18.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

18.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

18.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

18.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

18.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

18.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

18.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

18.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised July 2, 2025

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "**MCA**") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity purchasing Products (as defined below) from Motorola ("**Customer**"). Motorola and Customer will each be referred to herein as a "**Party**" and collectively as the "**Parties**". This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the "**Effective Date**").

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "**Addendum**", and collectively the "**Addenda**"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

"**Authorized Users**" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "**Fees**" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"**Confidential Information**" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"**Customer-Provided Equipment**" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"**Data Processing Addendum**" or "**DPA**" means the Motorola Data Processing Addendum applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

"**Delivery**" means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

"Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

"Equipment" means hardware provided by Motorola.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

"Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

"Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

"**Lifecycle Management Services**" or "**LMS**" means upgrade services as set out in the applicable Proposal.

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

"Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

"Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

"Proposal" means solution descriptions, pricing, equipment lists, statements of work ("**SOW**"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("**ATP**"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.

"Products" or **"Product"** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").

"Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

"Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

"Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

"Service Use Data" has the meaning given to it in the DPA.

"Site" or **"Sites"** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

"**Software-as-a-Service**" or "**SaaS**" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

"Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

"Subscription Services" or "**Recurring Services**" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

"Term" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. **Products**. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to, or has substantially the same functionality as, the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the Software License Agreement.

3.2. **Services**.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; Rave Alert, RapidSOS Service Data, Panic Button, or transport connectivity services, Additional Services Terms apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
AI Terms

Comparison Manager
Data licensed from Motorola
Drone related Products
Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3.11. Beta Testing. If Motorola makes any beta version of a pre release Product ("Beta Product") available to Customer, Customer may choose to use such Beta Product at its own discretion, provided, however, that

Customer will use the Beta Product solely for purposes of Customer's evaluation of such Beta Product, and for no other purpose. Customer acknowledges and agrees that all Beta Products are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Product, in its sole discretion, and Motorola may discontinue any Beta Product at any time. Customer acknowledges that Beta Products, by their nature, have not been fully tested and may contain defects or deficiencies.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "**Initial Subscription Period**") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay,

the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of $_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:

Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC (optional) Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials.** If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or

remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death,

or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT IN THE AGGREGATE WILL NOT EXCEED THE GREATER OF $100 U.S. OR THE FEES PAID FOR THE SPECIFIC PRODUCT OR SERVICE FROM WHICH THE CLAIM AROSE. FOR RECURRING SERVICES, LIABILITY IS CAPPED AT THE FEES PAID IN THE TWELVE MONTHS PRECEDING THE DATE THE CLAIM AROSE. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, NOR LOST PROFITS OR LOST REVENUE, REGARDLESS OF THE LEGAL THEORY, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's Confidentiality Terms apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola.

Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

14. Disputes.

The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

15.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

15.8. Interpretation. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document. For the purposes of this Agreement, "electronic signature" includes, but is not limited to, typed names, digital signatures, or "click-through" acceptances.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	**Customer:** _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

City Council Staff Report

June 23, 2026

From:	Jason Hedden, Police Chief
Prepared by:	Amanda Fortado, Support Operations Manager
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers at no cost to the covered employee and to provide pre-employment psychological evaluations for the Turlock Police Department for the period of July 1, 2026, through June 30, 2031.

2. NARRATIVE:

Staff recognizes the need to provide law enforcement personnel with qualified counseling and/or psychotherapy services. The services should be available to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee. These services are developed to maintain a healthy and safe environment for our employees.

Routine exposure to high-stress, critical incidents can take a toll on personnel if the stress is not effectively managed. The goal of this agreement is to have services in place to assist personnel when necessary. Dr. Roland is a qualified professional with a background specializing in the management of stress related matters incurred by law enforcement personnel.

Dr. Roland will provide a maximum of six (6) sessions for covered employees. Should the maximum sessions be reached, the Chief of Police would determine the approval of additional hours at the hourly rate. Free counseling will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. Services authorized beyond the scope of the agreed upon maximum sessions will be billed at a per hour rate. A $12,000 contract price is paid monthly and any hourly billing is done as needed. Hourly billing is charged at a rate of $450 per hour. Pre-employment psychological evaluations will be charged at $550 per evaluation.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriate funds have been requested during the Fiscal Year 2026-2027 budget process in multiple funds account 43155 "Physicals, Shots & Psychological"

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists

of “organization or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

5. ALTERNATIVES:

Alternative 1: Reject the agreement and direct staff to reissue a solicitation. This will cause a delay in providing services to staff as well as delay the hiring of Officers and Dispatchers who need to complete the pre-employment psychological evaluation.

Alternative 2: Approve a reduced scope of work with corresponding cost adjustments. This would limit expenditures but will reduce services essential for the police department.

6. ATTACHMENTS:

1. Contract 2027-08 Jocelyn E. Roland Ph.D., ABPP, Inc
2. EXHIBIT A

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
JOCELYN E. ROLAND, Ph.D., ABPP INC
for
PROFESSIONAL SERVICES

City Contract No. 2027-08

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Jocelyn E. Roland, Ph.D., ABPP, Inc, a professional psychology corporation ("Professional"), on this 1st day of July 2026 (the "Effective Date"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with psychological services (the "Project").

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

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

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

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 53 of this Agreement, Sections 1 through 53 shall prevail.

2. Term. The term of this Agreement shall be five years and will commence on the Effective Date and terminate on the 30th day of June, 2031 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. Extension of Agreement. [Intentionally Omitted]

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

5. Work.

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

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

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

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

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

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

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

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's annual compensation to Professional shall not exceed thirty thousand and No/100ths Dollars ($30,000.00) and total compensation to Professional shall not exceed one hundred and fifty-thousand and No/100ths Dollars ($150,000.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. Deposit. **[Intentionally Omitted]**

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

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

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

8. Time of Performance. Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. [Intentionally Omitted]

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

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

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

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

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

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

character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Insurance Coverage. During the Term, the Professional, at its own cost and expense, shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers admitted in California with a current A M Best's rating of no less than A-:VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1. Commercial General Liability. Professional shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

25.2. Worker's Compensation Insurance. Professional shall maintain workers' compensation insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident or disease. Professional shall submit to City, along with the certificate of insurance a Waiver of Subrogation endorsement in favor of City, its officers, agents employees, and volunteers.

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

25.4. Commercial Automobile Liability. Professional shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Professional owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

25.5. Cyber Liability Insurance: Professional must carry Cyber Liability Insurance with limits not less than One Million Dollars ($1,000,000) per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

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

26. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty

(30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such. If a carrier will not provide the required notice of cancellation, the Professional shall provide written notice to the City no later than ten (10) days before cancellation; and (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional and shall be endorsed to state such; (c) name City of Turlock as a certificate holder (d) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (e) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (f) contain standard separation of insured provisions; and (g) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

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

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

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

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

Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

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

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

If to City:	**City of Turlock** **Attn: Jason Hedden, Chief of Police** 244 N Broadway Turlock, California 95380
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie Lucchesi, City Attorney** 156 S. Broadway, Suite 230 Turlock, California 95380-5456
If to Professional:	**Jocelyn E. Roland Ph.D., ABPP, Inc** **Attn: Jocelyn E. Roland Ph.D., ABPP** 2937 Veneman Ave. Suite B-125 Modesto, CA 95356

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

Amanda Fortado
City of Turlock
244 N Broadway
Turlock, California 95380
Telephone: (209) 656-3147
E-mail: tpdinvoices@turlock.ca.us

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

35. Use of City Project Number. **[Intentionally Omitted]**

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

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

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

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

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

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

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

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

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

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

46. **Entire Agreement.** This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

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

48. **Mandatory and Permissive**. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

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

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

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

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

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

[*Signatures on Following Page*]

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

JOCELYN E. ROLAND, PH.D., ABPP INC., a professional psychology corporation

By: Jocelyn E. Roland Ph.D., ABPP

Print Name: Jocelyn E. Roland Ph.D., ABPP

Title: Psychologist

Date June 5, 2026

CITY OF TURLOCK, a California municipal corporation

By: _____
Christopher Fisher, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Jason Hedden, Chief of Police

APPROVED AS TO FORM:

By: _____
Katie Lucchesi, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

EXHIBIT A

SERVICES

PROFESSIONAL agrees to provide counseling/psychotherapy to all sworn officers, dispatchers and community service officers of the AGENCY at no cost to the covered employee for a maximum of six (6) sessions per contract year. Free counseling services will be provided to dependents (spouse or significant other and minor children 18 and under) to a maximum of three (3) sessions following which they may be referred to another suitable provider. In the event that the maximum is reached, any additional cost shall be assumed by the employee. Should there be a request for counseling sessions beyond the maximum by the AGENCY, they can be provided with the Chief's approval at the PROFESSIONAL'S hourly rate. This agreement does not cover employees who, for any reason, are not currently or actively working their regularly assigned duties nor does it cover Reserves. It does not cover mental health services outside of the expertise of the PROFESSIONAL (i.e., medication prescription, inpatient substance abuse treatment, etc.)

PROFESSIONAL is available for SWAT call-outs as a psychology field consultant for consultation and advice regarding hostage/barricade events.

PROFESSIONAL is available for Crisis Debriefing of critical incidents upon the request of the Watch Commander or higher-ranking Command personnel.

PROFESSIONAL shall provide consultation to Investigative Services and Administration as requested. PROFESSIONAL is available to provide training day presentations, schedule permitting.

Pre-Employment Psychological Screenings: PROFESSIONAL shall provide pre-employment psychological evaluations of applicants for all of the AGENCY'S regular sworn police officers, community service officers and dispatchers, including reserve police officers as requested by the AGENCY. The screening for all applicants will meet any requirements developed by the California Commission of Peace Officer Standards and Training (POST) and the PROFESSIONAL will continue to meet the standards of Government Code section 1031(f). When an evaluation is provided it will include a written report to the AGENCY with relevant background information, methods utilized, psychological test results and interpretations and a specific recommendation regarding the applicant's suitability to be a sworn police officer, community service officer or dispatcher. The focus of the evaluation will be to screen out job-relevant psychopathology and any mental or emotional condition that may impair the applicant's ability to perform the essential job functions consistent with the demands of the evaluation set forth by POST and Government Code Section 1031(f).

FEES

AGENCY will pay PROFESSIONAL Twelve thousand dollars ($12,000.00) annually, for the term of this Agreement. PROFESSIONAL will bill AGENCY monthly for one-twelfth (1/12th) of the yearly amount commencing July 1, 2026. AGENCY will reimburse PROFESSIONAL within 30 days from the billing date.

AGENCY will pay PROFESSIONAL $550.00 for each Preemployment Psychological Evaluation (PPE).

PPEs that are not cancelled within 2 business days of the scheduled appointment and "no shows" will be billed at the regular rate. This includes "Hold" appointments that are not released within two (2) business day of the scheduled appointment.

Canceled Interview appointments (when testing has taken place, but the interview has not) will be charged $200.00 fee for the cost of the tests. No fee will be charged for the interview appointment if it is canceled within the allowed window (2 business days).

For services requested by the AGENCY beyond the scope of the contract, PROFESSIONAL will bill AGENCY $450.00 per hour. No services beyond the scope included in this Exhibit A will be performed without prior written agreement between the parties.

City Council Staff Report

June 23, 2026

From:	Jason Hedden, Police Chief
Prepared by:	Amanda Fortado, Support Operations Manager
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 3 to an Agreement between the City of Turlock and Axon Enterprises, Inc., for an added AI Technology Appendix.

2. NARRATIVE:

On May 26, 2026, City Council approved Amendment No. 2 with Axon Inc. to add Axon Auto-Transcribe, "Draft One" to the original agreement. Draft One is an AI assisted report writing tool that provides a more efficient process for completing police reports. Axon requires an AI Technology Appendix be included for use of this product and it was inadvertently omitted in Amendment 2. Staff is now requesting that it be approved as Exhibit A to Amendment 3.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with this action.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

Alternative 1: Reject the amendment with the appendix added, however this is not recommended as Amendment No. 2 has already been approved and without the appendix staff will not have the ability to use this tool.

6. ATTACHMENTS:

1. Axon Amendment 3

Docusign Envelope ID: 7556477F-CFB4-87B9-8045-C5030DDEAD19

AMENDMENT NO. 3
to the
Agreement between the
CITY OF TURLOCK
and
AXON ENTERPRISE, INC.

THIS AMENDMENT NO. 3, dated June 1, 2026, is entered into by and between the **CITY OF TURLOCK**, a California municipal corporation (hereinafter "CITY") and **AXON ENTERPRISE, INC.**, a Delaware corporation (hereinafter "SERVICE PROVIDER").

WHEREAS, the parties hereto previously entered into an Agreement dated September 15, 2024, whereby SERVICE PROVIDER will perform body worn camera services (hereinafter the "Agreement"); and

WHEREAS, on May 15, 2025, the parties entered into Amendment No. 1 to the Agreement dated September 15, 2024, whereby SERVICE PROVIDER was to provide additional equipment in accordance with Exhibit A to Amendment No. 1; and

WHEREAS, on May 26, 2026, the parties hereto entered into Amendment No. 2 to the Agreement dated September 15, 2024, whereby SERVICE PROVIDER was to increase compensation and amend the pricing schedule to include items listed in Exhibit A to Amendment No. 2.

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

1. The attached AI Technology Appendix is hereby incorporated into this Amendment No. 3 as Exhibit A.

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

3. All other terms and conditions of the Agreement shall remain in full force and effect.

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

CITY OF TURLOCK, a California municipal corporation

By: _____
Christopher Fisher, Acting City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Jason Hedden, Chief of Police

APPROVED AS TO FORM:

By: _____
Katie O. Lucchesi, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

AXON ENTERPRISE, INC., a Delaware corporation

By: Signed by: Robert E. Driscoll, Jr.
55DAEBB13...

Title: Deputy General Counsel

Print name: Robert E. Driscoll, Jr.

Date: 6/4/2026 | 11:35 AM MST

Docusign Envelope ID: 7556477F-CFB4-87B9-8045-C5030DDEAD19

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**
   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
   4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

   4.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

   4.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

5. **Axon Responsibilities.**
   5.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   5.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   5.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   5.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

Docusign Envelope ID: 7556477F-CFB4-87B9-8045-C5030DDEAD19

5.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

6. **Customer Responsibilities**.

6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.

7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon

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Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:

    11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

    11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.

    11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

City Council Staff Report

June 23, 2026

From:	Isaac Moreno, Finance Director
Prepared by:	Lisa Quiroga, Purchasing Manager
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 3 to an Agreement between the City of Turlock and Clark Pest Control of Stockton, Inc. for pest and weed control services, to increase the annual compensation amount to $106,690 to City accounts 410-51-532.43125_016 “Maintenance Weed Spraying”, 217-50-510.43125_016 “Maintenance Weed Spraying” and 110-30-300.43125_016 “Maintenance Weed Spraying”

2. NARRATIVE:

On November 10, 2020, the City Council approved an Agreement with Clark Pest Control of Stockton, Inc. for a three (3) year term with the option to extend for an additional three (3) one-year term for pest and weed control services in an annual amount of $90,000 for the first year and $74,000 the consecutive years and all renewal periods, if exercised.

On September 26, 2022, the City Manager approved Amendment No. 1 increasing the contract amount by an additional $640 for an annual compensation of $74,640 in order to change services at Animal Control from quarterly to monthly. Per TMC 2-7-10 (a)(1)(i) the City Manager shall have the authority to approve in writing any amendment including contract price not to exceed ten (10%) percent of the contract price approved by the City Council.

On February 13, 2024, the City Council approved Amendment No. 2 increasing the annual compensation amount by an additional $19,500 for a total annual not to exceed compensation of $94,140 in order to add pest and weed control services to the Terminal Tank location.

At this time, the WQC Emergency Holding Basin (approximately 20 acres) requires ongoing monitoring and as-needed mowing services to maintain minimal vegetation growth height.

In addition, the City is adding the Terminal Tank Front Lot (approximately 0.5 acres) to their current scope of weed control services.

Weed control services are also required at the following City-owned properties:

- Fire Station #1
- Fire Station #2
- Fire Station #3
- Fire Station #4

Additional compensation is required to add the additional locations to the existing Agreement. The first month of weed control services for the Terminal Tank Front Lot and four (4) Fire Stations will be $1,400.00 due to the initial service costs associated with the additional pre-emergent and post-emergent treatments required to bring invasive weeds under control throughout the sites included in the scope of services. Subsequent monthly maintenance services will be billed at $830.00 per month.

Additional compensation is also required to add basin monitoring and mowing services at a cost of $3,500.00 per mowing, on an as-needed basis, with an estimated two (2) mowing's per year.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Terminal Tank Front Lot — $440/annually 217-50-510.43125_016 "Maintenance Weed Spraying"

WQC Emergency Holding Basin — $7,000/annually 410-51-532.43125_016 "Maintenance Weed Spraying"

Fire Stations 1-4 — $5110/annually 110-30-300.43125_016 "Maintenance Weed Spraying"

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

1. Council may choose not to approve Amendment No. 3 to the Agreement with Clark Pest Control of Stockton, Inc.

6. ATTACHMENTS:

1. Clark_Amendment_No_3_Exhibit_A

75 YEARS OF EXCELLENCE

YEAR-ROUND TURF AND ORNAMENTAL

SERVICE AGREEMENT

CLARK PEST CONTROL
800-936-3339
clarkpest.com

CUSTOMER DETAILS

Date: 5/13/26

Name: City of Turlock Terminal Tank Site Front Lot Phone: 209-668-5457

Email: Cguerrero@turlock.ca.us Alternate phone: _____

Service address: 3500 N Quincy Rd City: Turlock ZIP: 95316

Billing address: On File City: _____ ZIP: _____

PLEASE DESCRIBE THE SERVICE AND SERVICE AREA(S) COMPLETELY FOR THE FOLLOWING (AS APPLICABLE):

☐ LAWN CARE:

SQ. FT.:_____ MOW DAY:_____

☐TREE AND SHRUB CARE:

☐QUARTERLY ☐BIANNUAL ☐ANNUAL ☐DIRECT ☐SOIL ☐TREES #:_____ ☐SHRUBS #:_____

☒WEED MANAGEMENT:

☒NON-LANDSCAPED AREA ☐DEFENSIBLE SPACE TREATMENT AREA SQ. FT.:_____

☐BURROWING RODENT CONTROL:

☐GOPHERS ☐MOLES ☐NON-LANDSCAPED AREA _____

SERVICE FREQUENCY:

☐ WEEKLY ☐ BIWEEKLY ☐ MONTHLY ☐ ALT-MONTHLY ☐ QUARTERLY ☐ ANNUALLY

Initial turf and ornamental service: $ 140

Regular service fee (before adjustment): $ _____

Convenient service discount: ☐ DECLINED - $ _____

Regular service fee (adjusted): $ 60

Recurring Easy Pay charge: $ _____

Single service fee: $ _____

Please note that single services carry no guarantee unless specified in writing.

Convenient service allows us to service without a scheduled or pre-notified appointment.

Easy Pay payment options:

Via: ☐ **ACH/Checking draft**

☐ *Form completed*

☐ **Credit card – please call 800-936-3339**

VISA mastercard AMERICAN EXPRESS DISCOVER

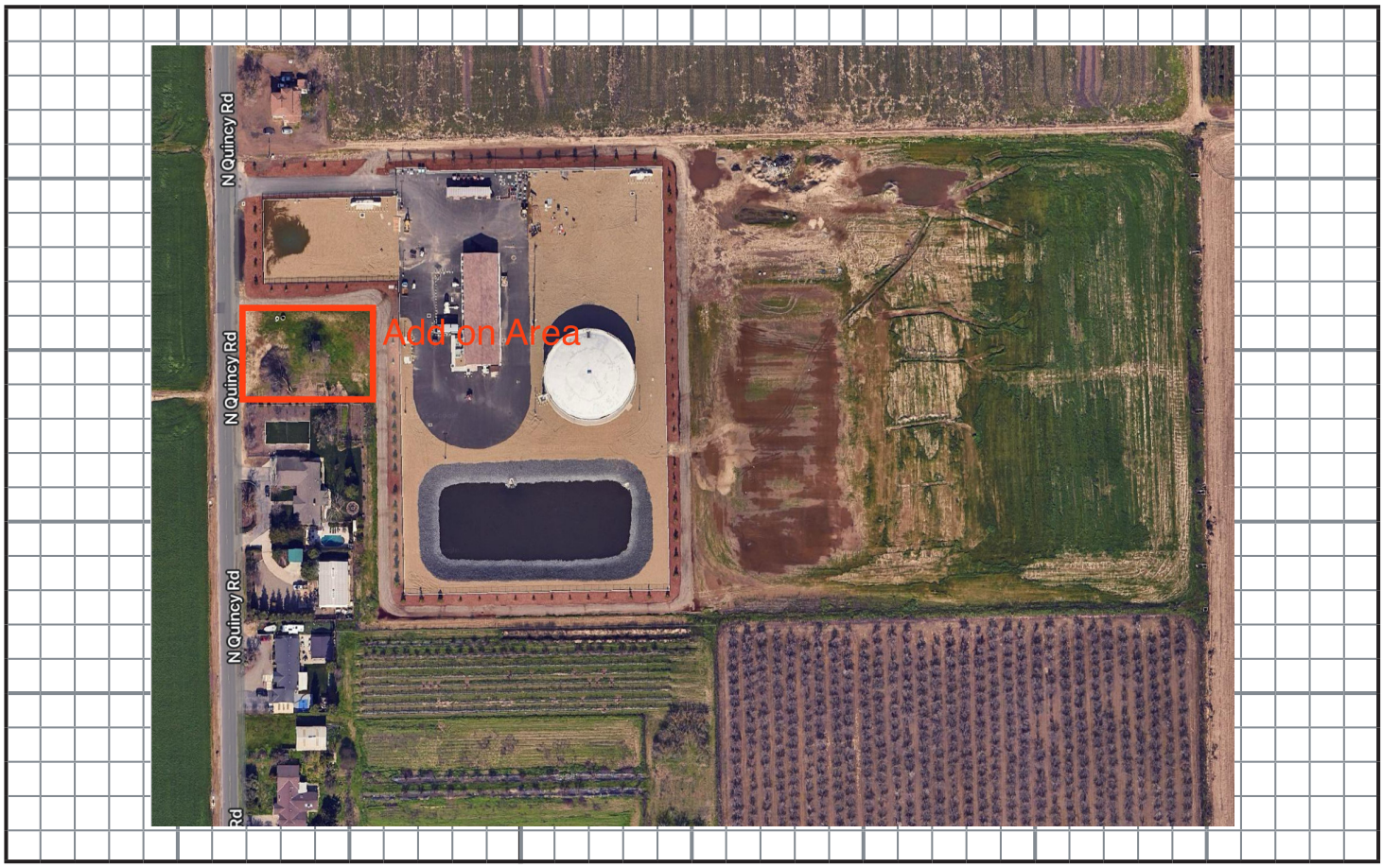
YEAR-ROUND TURF AND ORNAMENTAL

SERVICE AGREEMENT

75 YEARS OF EXCELLENCE

CLARK PEST CONTROL
800-936-3339
clarkpest.com

PROPERTY LAYOUT



GRAPH NOTES:

Add on approximately .5 acres as identified in photo above.

Initial service includes post emergent application only, for all invasive weeds.

Monthly add on includes pre emergent cost for annual pre emergent November- March pending precipitation.

Add on $60 Monthly, $720 Annually

Current Monthly fee $580. New monthly fee $640. (Pending Approval).

Inspected by: _____ Lic #: FR20753 Date: 05/13/26

YEAR-ROUND TURF AND ORNAMENTAL

SERVICE AGREEMENT

800-936-3339
clarkpest.com

GUARANTEE

Clark Pest Control gives no guarantee for single-service treatments unless otherwise indicated in contract language. However, we do guarantee 100 percent that your Clark Pest Control recurring service will be done right, every time. If it isn't, please let us know and we will make it right. While our tree and shrub services are designed to enhance plant growth and help prevent or eliminate pests, we assume no responsibility or liability for plant or tree damage caused by pests or disease. There is no guarantee for boring beetle insect damage and/or tree loss due to beetle activity under bark layer prior to treatment. This service does not include treatment for the grassy weeds in your lawn such as bermudagrass, dallisgrass, bentgrass, and annual bluegrass (Poa annua). Mechanical weed control – such as mowing, discing, or hand pulling of weeds – is also not included in this agreement. Even after a thorough service, some plant material may remain. There are no materials registered that will prevent every type of weed. However, through our maintenance service we can manage the regrowth with post-emergent applications of registered materials. This service can assist with the development of any defensible space on your property; however, Clark Pest Control does not guarantee that this service will prevent any fire damage to the property. Damage to landscape by things such as fungus, insects, diseases, natural events, etc., will not be covered. Clark Pest Control assumes no responsibility or liability for damage caused by burrowing rodent activity or from fires.

TERMS OF AGREEMENT

Mer MSA w/ City of Turlock

X _____	_____	_____
CUSTOMER SIGNATURE	PRINT NAME	DATE
X _____	Scott Coelho	05/13/26
SIGNATURE OF CLARK REPRESENTATIVE	PRINT NAME/FR #	DATE

SATISFACTION CLARK Guaranteed

FOR EXTRA SERVICE CALL (800) WE-NEED-YOU.

(See attached for pesticide notification)

Pesticides are the products Clark Pest Control uses to control the pests covered by this agreement. Pesticides make a better life for all by helping control disease carriers and wood destroying insects, thus protecting our health and property. When properly used, pesticides pose no problems to humans or the environment. Your Clark Technician is a State certified applicator whose knowledge is constantly being upgraded through regularly scheduled training sessions. If you have any questions, please call us at our toll free number: 800-936-3339 or write to: Clark Pest Control, 555 North Guild Avenue, Lodi, CA 95240-0906.

STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION: PESTICIDE NOTICE (SECTION 8538)

CAUTION: PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

PESTICIDES: 21-0-10 w/Dimension(Dithiopyr), 24-3-8 w/Dimension(Dithiopyr), ACE-Jet(Acephate), Advance 375A Select(Abamectin B1), Advance Granular Carpenter Ant Bait(Abamectin B1), Advion Ant Bait Arena(Indoxacarb), Advion Ant Gel(Indoxacarb), Advion Cockroach Bait Arena(Indoxacarb), Advion Cockroach Gel Bait(Indoxacarb), Advion Insect Granular Bait(Indoxacarb), Advion Micro Flow(Indoxocarb), Advion WDG(Indoxacarb), Allure MD(Z-9,E-12-Tetradecadien-1-yl acetate), Alpine Dust(Dinotefuran & Diatomaceous Earth), Alpine Flea with IGR(Dinotefuran, Pyripoxyfen, Prallethrin), Alpine PI(Dinotefuran), Alpine Pressurized Fly Bait(Dinotefuran), Alpine WSG(Dinotefuran), Altosid Briquets(S-Methoprene), Altriset(Chlorantraniliprole), Aprehend(Beauveria bassiana), Archer(Pyriproxyfen), Arena 0.25G(Clothianidin), Avert DF(Abamectin), Avian Control Repellent(Methyl Anthranilate), AzaSol(Azadirachtin), Bactimos PT(Bacillus thuringiensis), balEnce(Beauveria bassiana Strain HF23), Bandit(Imidacloprid), Banner Maxx II(Propiconazole), BioampAA((Z)-9-Hexadecenal), Bora-Care(Disodium Octaborate Tetrahydrate), Cadet(Cholecalciferol), Capstone(Aminopyralid, Triclopyr), CB-80(Pyrethrins, Piperonyl Butoxide), Chase Granular Mole Gopher Repellent(Castor Oil USP, Sodium Lauryl Sulfate), Chloropricrin(Chloropricrin), Cidetrak IMM((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MEC((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MESO((9Z,12E)-9,12-tetradecadien-1-yl acetate), CimeXa(Amorphous Silica Gel), Contrac All Weather Blox(Bromadiolone), Crossfire(Clothianidin, Metofluthrin, PBO), CrossFire Aerosol(Clothianidin, Metofluthrin, Piperonyl Butoxide), CyKick CS(Cyfluthrin), DeltaGard(Deltamethrin), Deltaguard G(Deltamethrin), Demand CS(Lambda-Cyhalothrin), Detex Blox(N/A), Diacon IGR(Methoprene), Dimension Ultra 40 WP(Dithiopyr), Dismiss CA(Sulfentrazone), Ditrac All Weather Blox (Diphacinone), Ditrac Ground Squirrel Bait(Diphacinone), Doxem Precise(Indoxacarb), Dragnet SFR(Permethrin), Drain Gel(Bacteria (Bacillus Spores)), Drione(Pyrethrins, Piperonyl Butoxide Technical, Amorprphous Silica Gel), EcoVia G(Thyme, Clove, Lemongrass, & Rosemary oil), EcoVia MT(Soybean, clove, citronella, & lemongrass oils, 2-phenylethyl propionate), EcoVia WH(Sodium lauryl sulfate, Clove & peppermint oil), Esplanade 200 SC(Indaziflam), Esplanade EZ(Indaziflam, DiquatI Dibromide, Glyphosate, Isopropylamine Salt), Essentria G(Eugenol, Thyme Oil), Essentria IC Pro(Sodium Lauryl Sulfate, Geraniol, Clove Oill, Cornmint Oil), Essentria IC3(Rosemary Oil, Geraniol, Peppermint Oil), Evergreen(Pyrethrins), ExciteR(Pyrethrins, Piperonyl Butoxide), Fastrac All Weather Blox(Bromethalin), Fastrac Soft Bait(Bromethalin), Fendona CS(alpha-Cypermethrin), Fendona CS II(alpha-Cypermethrin), Flumigard SC(Flumioxazin), Foam Fighter(Dimethyl silicone fluid emulsion), Fusilade II(Fluazifop-P butyl), Gallery 75 DF(Isoxaben), Garlon 4 Ultra(Triclopyr), Gentrol Aerosol(Hydroprene), Gentrol IGR Concentrate(Hydroprene), Gentrol Point Source(Hydroprene), Headway G(Azoxystrobin), Heritage(Azoxystrobin), IGI Carbon Dioxide(Carbon Dioxide), IMA-Jet(Imidacloprid), In2Mix(Pyriproxyfen, Beauveria bassiana strain GHA), InVade bio drain(Waste-digesting bacillus spores, citrus oil), InVade bio foam(foaming agents, citrus oil and waste-digesting bacillus bacteria), InVite liquid lure(Food grade materials), Kaput Ground Squirrel(Diphacinone, Imidacloprid), Kaput-D(Diphacinone), Kaput-D Ground Squirrel(Diphacinone, Imidacloprid), Lesco Hort Oil(Mineral Oil), Lesco Three-Way(MCPA, Triclopyr, Dicamba), Lifeline(Glufosinate-ammonium), Magnify(Ammonium Salts, Alkyl polyglucoside + Dimethylpolysiloxane), Maintain CF 125(Methyl Ester Chloreflurenol, Flurecol-Methyl, Methyl-2,7-dichloro-9-hydroxyfluorene-9-carboxylate), Maxforce FC Roach Bait Stations(Fipronil), Maxforce FC Ant Stations(Fipronil), Maxforce FC Select(Fipronil), Maxforce Fleet Ant Gel(Fipronil), Maxforce Fly Spot Bait(Imidacloprid), Maxforce Granular Fly Bait (Imidacloprid), Maxforce Impact(Clothianidin), MaxForce Quantum(Imidacloprid), Merit 75 WSP(Imidacloprid), Microcare 3% CS(Pyrethrins,Piperonyl Butoxide, Technical), Milestone Speciality(aminopyralid), Natular DT(Spinsosad), Niban(Orthoboric Acid), No Foam A(Nonylphenoxy polyethoxy ethanols, Isopropanol and Fatty acids), No Foam B(Octyl phenoxy polyethoxy ethanoIsopropanol, Linear alkyl sulfonate, lBuffering acids, Coconut amine, condensate, Silicone defoamer), Nuvan ProStrips+(DDVP), NyGuard(Pyriproxyfen), Odoban RTU(Alkyl (C12-16) dimethyl benzyl ammonium chloride), OneGuard(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, Piperonyl butoxide), Onslaught(Esfenvalerate, Prallethrin, Piperonyl butoxide), Onslaught FastCap(Esfenvalerate, Prallethrin, PBO), Optigard Ant Gel Bait(Thiamethoxam(1)), Optigard Roach Bait(Emamectin benzoate), Optimate(Gamma Cyhalothrin), OvoControl P(Nicarbazin), Patrol(Lambda-Cyhalothrin), PBO-8(Technical Piperonyl Butoxide), PENTRA-BARK(Polyalkylene Modified Heptamethyltrisloxane and nonionic surfactants), Permethrin SFR(Permethrin), Perm-X UL 30/30(Permthrin, Piperonyl Butoxide), Phantom II PI(Chlorfenapyr), Phantom SC(Chlorfenapyr), PHOSPHO-Jet(Mono-and di-potassium salts of Phosphorous Acid), Precor 2625(Etofenprox, Tetramethrin,Pyrethrins,PBO, S-Methroprene), Precor IGR Concentrate(Methoprene), Premise 75(Imidacloprid), Premise Foam(Imidacloprid), Premise Pro(Imidacloprid), Pro Foam Platinum(Sulfates Disodium Lauroampho Diacetate), Proflex(Lambda-cyhalothrin, Novaluron, Pyriproxyfen), Purge III(Pyrethrins), Quikstrike(Dinotefuran), Rat-Out Gel(Garlic Oil, White pepper), RoundUp Custom(GLYPHOSATE, ISOPROPYLAMINE SALT), Rozol Pocket Gopher Bait(Chlorophacinone-Liphadione), Rozol Vole Bait(Chlorophacinone), Safari 20 SG(Dinotefuran), Sedgehammer(Halosulfuron-methyl), Selontra(Cholecalciferol), SFM-75(Sulfometuron Methyl), Sluggo(Iron Phosphate), Sluggo Leaf Life(Iron Phosphate), Snapshot(Trifluraline, isoxaben & isomers), SpeedZone Southern(Carfentrazone-ethyl , 2,4-D, 2-ethylhexyl ester, MCPP , Dicamba), SpeedZone Southern EW(2,4-D, Dichloropro-p, Dicamba, Carfentrazone-ethyl), Stryker(Pyrethrins, PBO), Sumari Ant Bait(Chlothianidin), SureGuard SC(Flumioxazin), SureKill Flusher(Pyrethrins, Pipernonyl Butoxide, N-Octyl Bicycloheptene Dicarboximide), SureKill SK100(Pyrethrins, PBO, N-Octyl Bicyclopheptene Dicarboximide), SureKill SK300(Pyrethrins, PBO, N-Octyl Bicyclopheptene Dicarboximide), Suspend PolyZone(Deltamethrin), Suspend SC(Deltamethrin), Talpirid(Bromethalin), TAP Insulation(Boric Acid), Taurus SC(Fipronil), Tekko Pro(Novaluron, Pyriproxyfen), Tempo SC Ultra(Beta-Cyfluthrin), Terad3 Ag Blox(Cholecalciferol), Terad3 Blox(Cholecalciferol), Termidor Foam(Fipronil), Termidor HE(Fipronil), Termidor SC(Fipronil), Terro Ant Liquid Bait Station(Sodium Tetraborate Decahydrate), Timbor(Disodium Octaborate Tetrahydrate), Tobex(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, PBO), TREE-age G4(Emamectin Benzoate), Trelona(Novaluron), ULD BP 100 II(Pyrethrin, PBO), ULD BP 300 II(Pyrethrins, PBO), Vikane(Sulfuryl Fluoride), Vital Oxide(Chlorine Dioxide, Alkyl dimethyl benzyl ammonium chloride, Alkyl dimethyl ethylbenzyl ammonium chloride), Wasp Freeze II(Prallethrin), WHY Trap(Heptyl Butyrate, 2-Methyl-1-butanol, Acetic Acif), Wilco Ground Squirrel Ag(Diphacinone), Wilco Ground Squirrel Bait(Diphacinone), Zenprox EC(Etofenprox), Zythor(Sulfuryl Fluoride). **Clark Pest Control will not apply any compound not authorized for use in California.**

If within 24 hours following an application you experience symptoms similar to common seasonal illness, comparable to the flu, eye, skin, or lung irritation, or difficulty with blood clotting, contact Clark Pest Control (1-800-936-3339), your physician, and/or your Poison Control Center. For the Poison Control Center, contact the following: (1-800-876-4766).

FOR FURTHER INFORMATION: Contact any of the following: Your pest control company is Clark Pest Control, (800-936-3339); for Regulatory Information call the Structural Pest Control Board (916-561-8700), or write 2005 Evergreen Street, Suite 1500, Sacramento, CA, 95815-3831. For answers to your health questions, call the County Health Department (see list below) and for application information, contact the County Agriculture Commissioner (see list below):

County	Health Dept.	Ag. Comm.	County	Health Dept.	Ag. Comm.	County	Health Dept.	Ag. Comm.
Alameda:	(510)267-8000	(510)670-5232	Madera:	(559)675-7893	(559)675-7876	San Joaquin:	(209)468-3411	(209)953-6000
Alpine:	(530)694-2146	(530)621-5520	Marin:	(415)473-3696	(415)473-6700	San Luis Obispo:	(805)781-5500	(805)781-5910
Amador:	(209)223-6407	(209)223-6487	Mariposa:	(209)966-3689	(209)966-2075	San Mateo:	(650)573-2346	(650)363-4700
Butte:	(530)538-7341	(530)552-4100	Mendocino:	(707)456-3800	(707)234-6830	Santa Barbara:	(805)681-5100	(805)681-5600
Calaveras:	(209)754-6460	(209)754-6504	Merced:	(209)381-1200	(209)385-7431	Santa Clara:	(408)792-5050	(408)918-4600
Colusa:	(530)458-0380	(530)458-0580	Modoc	(530)233-6311	(530)233-6401	Santa Cruz:	(831)454-4000	(831)763-8080
Contra Costa:	(925)957-5400	(925)608-6600	Mono	(760)924-1830	(760)873-7860	Shasta:	(530)225-5591	(530)224-4949
Del Norte:	(707)464-7214	(707)464-0878	Monterey:	(831)755-4500	(831)759-7325	Sierra:	(530)993-6700	(530)283-6365
El Dorado:	(530)621-6100	(530)621-5520	Napa:	(707)253-4270	(707)253-4357	Siskiyou	(530)841-2134	(530)841-4025
Fresno:	(559)600-3200	(559)600-7510	Nevada:	(530)265-1450	(530)470-2690	Solano:	(707)784-8600	(707)784-1310
Glenn:	(530)934-6588	(530)934-6501	Orange:	(800)914-4887	(714)955-0100	Sonoma:	(707)565-4700	(707)565-2371
Humboldt:	(707)445-6200	(707)441-5260	Placer:	(530)889-7141	(530)889-7372	Stanislaus:	(209)558-7000	(209)525-4730
Imperial:	(442)265-1444	(442)265-1500	Plumas:	(530)283-6337	(530)283-6365	Sutter:	(530)822-7215	(530)822-7500
Inyo:	(760)873-7868	(760)873-7860	Riverside:	(951)358-5000	(951)955-3045	Tehama:	(530)527-6824	(530)527-4504
Kern:	(661)321-3000	(661)868-6300	Sacramento:	(916)875-5881	(916)875-6603	Trinity:	(530)623-1358	(530)623-1356
Kings:	(559)584-1401	(559)852-2830	San Benito:	(831)637-5367	(831)637-5344	Tulare:	(559)624-8000	(559)684-3350
Lake:	(707)263-1090	(707)263-0217	San Bernardino:	(800)722-4777	(909)387-2105	Tuolumne:	(209)533-7401	(209)533-5691
Lassen:	(530)251-8183	(530)251-8110	San Diego:	(619)229-5400	(858)694-2739	Ventura:	(800)781-4449	(805)388-4222
Los Angeles:	(213)240-8117	(626)575-5451	San Francisco:	(415)554-2500	(415)252-3830	Yolo:	(530)666-8645	(530)666-8140
						Yuba:	(530)749-6311	(530)749-5400

COLLECTION AND USE OF PERSONAL INFORMATION

"Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Personal Information does not include any information exempted from scope of the California Consumer Privacy Act or its definition of personal information. When a consumer or household uses, purchases, obtains or considers our pest, wildlife, termite, bed bug, or mosquito control services ("Services"), we collect Personal Information. Below is a list of the categories of Personal Information that we collect and the business or commercial purposes for which each category will be used.

Category of California Personal Information	Business or Commercial Purpose for Collection and Use
Identifiers Examples: real name; alias; postal address; telephone numbers; unique personal identifier; online identifier; Internet Protocol Address; email address; account name, social security number, driver's license number, passport number and other similar identifiers.	• Provide the Services. • Administer and process payments for the Services. • Complete contracts for our Services as well as any disclosures or other documents required by law. • Process any forms, requests, or inquiries submitted to us. • Attend to tasks relating to transactions with us. • Send marketing communications, promotional offers, and periodic customer satisfaction, market research or quality assurance surveys. • Communicate with the consumer or household. • Analyze our data. • Conduct audits, security and fraud monitoring and prevention. • Allow access to an online account. • Provide customer service. • Support participation in promotions, competitions, sweepstakes and surveys and to administer these activities. • Assist us in providing better products and Services including, to evaluate staff performance, to assess the quality of our Services, and to help us improve our Websites, products and Services. • Ensure the security of our Websites and systems. • Protect the rights and/or property of us or a third-party. • In connection with legal claims, compliance, regulatory and investigative purposes as necessary (including in connection with law enforcement investigations, legal process, or litigation). • In circumstances in which we believe our Services, Apps, and/or Website are being or have been used in violation of our Terms of Use, applicable law or otherwise in the commission of a crime. • When we have a good faith belief that there is a threat to the safety of any person.

Any categories of personal information described in subdivision (e) of Section 1798.80 Examples: name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.	• Provide the Services. • Administer and process payments for the Services. • Complete contracts for our Services as well as any disclosures or other documents required by law. • Process any forms, requests, or inquiries submitted to us. • Attend to tasks relating to transactions with us. • Send marketing communications, promotional offers, and periodic customer satisfaction, market research or quality assurance surveys. • Communicate with the consumer or household. • Analyze our data. • Conduct audits, security and fraud monitoring and prevention. • Allow access to an online account. • Provide customer service. • Support participation in promotions, competitions, sweepstakes and surveys and to administer these activities. • Assist us in providing better products and Services including, to evaluate staff performance, to assess the quality of our Services, and to help us improve our Websites, products and Services. • Ensure the security of our Websites and systems. • Protect the rights and/or property of us or a third-party. • In connection with legal claims, compliance, regulatory and investigative purposes as necessary (including in connection with law enforcement investigations, legal process, or litigation). • In circumstances in which we believe our Services, Apps, and/or Website are being or have been used in violation of our Terms of Use, applicable law or otherwise in the commission of a crime. • When we have a good faith belief that there is a threat to the safety of any person.
Commercial Information Examples: records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	• Provide the Services. • Administer and process payments for the Services. • Complete contracts for our Services as well as any disclosures or other documents required by law. • Process any forms, requests, or inquiries submitted to us. • Attend to tasks relating to transactions with us. • Send marketing communications, promotional offers, and periodic customer satisfaction, market research or quality assurance surveys. • Communicate with the consumer or household. • Analyze our data. • Conduct audits, security and fraud monitoring and prevention. • Allow access to an online account. • Provide customer service. • Support participation in promotions, competitions, sweepstakes and surveys and to administer these activities. • Assist us in providing better products and Services including, to evaluate staff performance, to assess the quality of our Services, and to help us improve our Websites, products and Services. • Ensure the security of our Websites and systems. • Protect the rights and/or property of us or a third-party. • In connection with legal claims, compliance, regulatory and investigative purposes as necessary (including in connection with law enforcement investigations, legal process, or litigation). • In circumstances in which we believe our Services, Apps, and/or Website are being or have been used in violation of our Terms of Use, applicable law or otherwise in the commission of a crime. • When we have a good faith belief that there is a threat to the safety of any person.

If you have questions about our privacy practices or your privacy rights under the California Consumer Privacy Act, please review our privacy policy which is located at www.clarkpest.com/privacy-policy
We may also be reached at privacy@clarkpest.com or 866-897-6507.

YEAR-ROUND TURF AND ORNAMENTAL

SERVICE AGREEMENT

75 YEARS OF EXCELLENCE

CLARK PEST CONTROL
800-936-3339
clarkpest.com

CUSTOMER DETAILS

Date: 05/13/26

Name: City of Turlock Waste Water Treatment Facility Phone: 209-668-6096

Email: Cstow@turlock.ca.us Alternate phone: _____

Service address: 901 s Walnut City: Turlock ZIP: 95380

Billing address: On File City: _____ ZIP: _____

PLEASE DESCRIBE THE SERVICE AND SERVICE AREA(S) COMPLETELY FOR THE FOLLOWING (AS APPLICABLE):

☐ LAWN CARE:

SQ. FT.:_____ MOW DAY:_____

☐TREE AND SHRUB CARE:

☐QUARTERLY ☐BIANNUAL ☐ANNUAL ☐DIRECT ☐SOIL ☐TREES #:_____ ☐SHRUBS #:_____

☒WEED MANAGEMENT:

☒NON-LANDSCAPED AREA ☒DEFENSIBLE SPACE TREATMENT AREA SQ. FT.:_____

Scope Area: Emergency Holding Basin along Walnut approximately 20 Acres

☐BURROWING RODENT CONTROL:

☐GOPHERS ☐MOLES ☐NON-LANDSCAPED AREA _____

SERVICE FREQUENCY:

☐ WEEKLY ☐ BIWEEKLY ☐ MONTHLY ☐ ALT-MONTHLY ☐ QUARTERLY ☐ ANNUALLY

Initial turf and ornamental service: $ _____

Regular service fee (before adjustment): $ _____

Convenient service discount: ☐ DECLINED - $ _____

Regular service fee (adjusted): $ _____

Recurring Easy Pay charge: $ _____

Single service fee: $ _____

Please note that single services carry no guarantee unless specified in writing.

Convenient service allows us to service without a scheduled or pre-notified appointment.

Easy Pay payment options:

Via: ☐ **ACH/Checking draft**

☐ *Form completed*

☐ **Credit card – please call 800-936-3339**

VISA mastercard AMERICAN EXPRESS DISCOVER

PROPERTY LAYOUT

GRAPH NOTES:

Emergency Holding Basin Upgrade Scope of Service:

1. Pre and post emergent applied 1 time per year / annually on basin bottom and banks in the months of December - February.
2. Closely monitor vegetation growth and spot treat as needed.
3. We understand this basin will hold water throughout the season as an evaporation percolation pond and will compromise pre emergent performance.
4. Closely monitor basin to determine when mowing is needed to achieve minimal growth height. Mowing will be completed on an as needed basis and build separately cost $3,000 - $3,500
5. On Grade Earth Works of Denair Ca. will be our vetted and qualified sub contractor providing mowing.

Current Monthly Fee for City WasteWater Facility is $1,735. Pre and Post emergent treatments for this basin are already included in this current fee.

Inspected by: _____ Lic #: FR-20753 Date: 05/13/26

YEAR-ROUND TURF AND ORNAMENTAL

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clarkpest.com

GUARANTEE

Clark Pest Control gives no guarantee for single-service treatments unless otherwise indicated in contract language. However, we do guarantee 100 percent that your Clark Pest Control recurring service will be done right, every time. If it isn't, please let us know and we will make it right. While our tree and shrub services are designed to enhance plant growth and help prevent or eliminate pests, we assume no responsibility or liability for plant or tree damage caused by pests or disease. There is no guarantee for boring beetle insect damage and/or tree loss due to beetle activity under bark layer prior to treatment. This service does not include treatment for the grassy weeds in your lawn such as bermudagrass, dallisgrass, bentgrass, and annual bluegrass (Poa annua). Mechanical weed control – such as mowing, discing, or hand pulling of weeds – is also not included in this agreement. Even after a thorough service, some plant material may remain. There are no materials registered that will prevent every type of weed. However, through our maintenance service we can manage the regrowth with post-emergent applications of registered materials. This service can assist with the development of any defensible space on your property; however, Clark Pest Control does not guarantee that this service will prevent any fire damage to the property. Damage to landscape by things such as fungus, insects, diseases, natural events, etc., will not be covered. Clark Pest Control assumes no responsibility or liability for damage caused by burrowing rodent activity or from fires.

TERMS OF AGREEMENT

PER MSA for City of Turlock

X _____	_____	_____
CUSTOMER SIGNATURE	PRINT NAME	DATE
X _____	Scott Coelho	05/13/26
SIGNATURE OF CLARK REPRESENTATIVE	PRINT NAME/FR #	DATE

SATISFACTION CLARK Guaranteed

GREENPRO CERTIFIED PEST MANAGEMENT

QP QualityPro

FOR EXTRA SERVICE CALL (800) WE-NEED-YOU.

(See attached for pesticide notification)

Pesticides are the products Clark Pest Control uses to control the pests covered by this agreement. Pesticides make a better life for all by helping control disease carriers and wood destroying insects, thus protecting our health and property. When properly used, pesticides pose no problems to humans or the environment. Your Clark Technician is a State certified applicator whose knowledge is constantly being upgraded through regularly scheduled training sessions. If you have any questions, please call us at our toll free number: 800-936-3339 or write to: Clark Pest Control, 555 North Guild Avenue, Lodi, CA 95240-0906.

STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION: PESTICIDE NOTICE (SECTION 8538)

CAUTION: PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

PESTICIDES: 21-0-10 w/Dimension(Dithiopyr), 24-3-8 w/Dimension(Dithiopyr), ACE-Jet(Acephate), Advance 375A Select(Abamectin B1), Advance Granular Carpenter Ant Bait(Abamectin B1), Advion Ant Bait Arena(Indoxacarb), Advion Ant Gel(Indoxacarb), Advion Cockroach Bait Arena(Indoxacarb), Advion Cockroach Gel Bait(Indoxacarb), Advion Insect Granular Bait(Indoxacarb), Advion Micro Flow(Indoxocarb), Advion WDG(Indoxacarb), Allure MD(Z-9,E-12-Tetradecadien-1-yl acetate), Alpine Dust(Dinotefuran & Diatomaceous Earth), Alpine Flea with IGR(Dinotefuran, Pyripoxyfen, Prallethrin), Alpine PI(Dinotefuran), Alpine Pressurized Fly Bait(Dinotefuran), Alpine WSG(Dinotefuran), Altosid Briquets(S-Methoprene), Altriset(Chlorantraniliprole), Aprehend(Beauveria bassiana), Archer(Pyriproxyfen), Arena 0.25G(Clothianidin), Avert DF(Abamectin), Avian Control Repellent(Methyl Anthranilate), AzaSol(Azadirachtin), Bactimos PT(Bacillus thuringiensis), balEnce(Beauveria bassiana Strain HF23), Bandit(Imidacloprid), Banner Maxx II(Propiconazole), BioampAA((Z)-9-Hexadecenal), Bora-Care(Disodium Octaborate Tetrahydrate), Cadet(Cholecalciferol), Capstone(Aminopyralid, Triclopyr), CB-80(Pyrethrins, Piperonyl Butoxide), Chase Granular Mole Gopher Repellent(Castor Oil USP, Sodium Lauryl Sulfate), Chloropricrin(Chloropricrin), Cidetrak IMM((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MEC((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MESO((9Z,12E)-9,12-tetradecadien-1-yl acetate), CimeXa(Amorphous Silica Gel), Contrac All Weather Blox(Bromadiolone), Crossfire(Clothianidin, Metofluthrin, PBO), CrossFire Aerosol(Clothianidin, Metofluthrin, Piperonyl Butoxide), CyKick CS(Cyfluthrin), DeltaGard(Deltamethrin), Deltaguard G(Deltamethrin), Demand CS(Lambda-Cyhalothrin), Detex Blox(N/A), Diacon IGR(Methoprene), Dimension Ultra 40 WP(Dithiopyr), Dismiss CA(Sulfentrazone), Ditrac All Weather Blox (Diphacinone), Ditrac Ground Squirrel Bait(Diphacinone), Doxem Precise(Indoxacarb), Dragnet SFR(Permethrin), Drain Gel(Bacteria (Bacillus Spores)), Drione(Pyrethrins, Piperonyl Butoxide Technical, Amorprphous Silica Gel), EcoVia G(Thyme, Clove, Lemongrass, & Rosemary oil), EcoVia MT(Soybean, clove, citronella, & lemongrass oils, 2-phenylethyl propionate), EcoVia WH(Sodium lauryl sulfate, Clove & peppermint oil), Esplanade 200 SC(Indaziflam), Esplanade EZ(Indaziflam, DiquatI Dibromide, Glyphosate, Isopropylamine Salt), Essentria G(Eugenol, Thyme Oil), Essentria IC Pro(Sodium Lauryl Sulfate, Geraniol, Clove Oill, Cornmint Oil), Essentria IC3(Rosemary Oil, Geraniol, Peppermint Oil), Evergreen(Pyrethrins), ExciteR(Pyrethrins, Piperonyl Butoxide), Fastrac All Weather Blox(Bromethalin), Fastrac Soft Bait(Bromethalin), Fendona CS(alpha-Cypermethrin), Fendona CS II(alpha-Cypermethrin), Flumigard SC(Flumioxazin), Foam Fighter(Dimethyl silicone fluid emulsion), Fusilade II(Fluazifop-P butyl), Gallery 75 DF(Isoxaben), Garlon 4 Ultra(Triclopyr), Gentrol Aerosol(Hydroprene), Gentrol IGR Concentrate(Hydroprene), Gentrol Point Source(Hydroprene), Headway G(Azoxystrobin), Heritage(Azoxystrobin), IGI Carbon Dioxide(Carbon Dioxide), IMA-Jet(Imidacloprid), In2Mix(Pyriproxyfen, Beauveria bassiana strain GHA), InVade bio drain(Waste-digesting bacillus spores, citrus oil), InVade bio foam(foaming agents, citrus oil and waste-digesting bacillus bacteria), InVite liquid lure(Food grade materials), Kaput Ground Squirrel(Diphacinone, Imidacloprid), Kaput-D(Diphacinone), Kaput-D Ground Squirrel(Diphacinone, Imidacloprid), Lesco Hort Oil(Mineral Oil), Lesco Three-Way(MCPA, Triclopyr, Dicamba), Lifeline(Glufosinate-ammonium), Magnify(Ammonium Salts, Alkyl polyglucoside + Dimethylpolysiloxane), Maintain CF 125(Methyl Ester Chloreflurenol, Flurecol-Methyl, Methyl-2,7-dichloro-9-hydroxyfluorene-9-carboxylate), Maxforce FC Roach Bait Stations(Fipronil), Maxforce FC Ant Stations(Fipronil), Maxforce FC Select(Fipronil), Maxforce Fleet Ant Gel(Fipronil), Maxforce Fly Spot Bait(Imidacloprid), Maxforce Granular Fly Bait (Imidacloprid), Maxforce Impact(Clothianidin), MaxForce Quantum(Imidacloprid), Merit 75 WSP(Imidacloprid), Microcare 3% CS(Pyrethrins,Piperonyl Butoxide, Technical), Milestone Speciality(aminopyralid), Natular DT(Spinsosad), Niban(Orthoboric Acid), No Foam A(Nonylphenoxy polyethoxy ethanols, Isopropanol and Fatty acids), No Foam B(Octyl phenoxy polyethoxy ethanoIsopropanol, Linear alkyl sulfonate, lBuffering acids, Coconut amine, condensate, Silicone defoamer), Nuvan ProStrips+(DDVP), NyGuard(Pyriproxyfen), Odoban RTU(Alkyl (C12-16) dimethyl benzyl ammonium chloride), OneGuard(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, Piperonyl butoxide), Onslaught(Esfenvalerate, Prallethrin, Piperonyl butoxide), Onslaught FastCap(Esfenvalerate, Prallethrin, PBO), Optigard Ant Gel Bait(Thiamethoxam(1)), Optigard Roach Bait(Emamectin benzoate), Optimate(Gamma Cyhalothrin), OvoControl P(Nicarbazin), Patrol(Lambda-Cyhalothrin), PBO-8(Technical Piperonyl Butoxide), PENTRA-BARK(Polyalkylene Modified Heptamethyltrisloxane and nonionic surfactants), Permethrin SFR(Permethrin), Perm-X UL 30/30(Permthrin, Piperonyl Butoxide), Phantom II PI(Chlorfenapyr), Phantom SC(Chlorfenapyr), PHOSPHO-Jet(Mono-and di-potassium salts of Phosphorous Acid), Precor 2625(Etofenprox, Tetramethrin,Pyrethrins,PBO, S-Methroprene), Precor IGR Concentrate(Methoprene), Premise 75(Imidacloprid), Premise Foam(Imidacloprid), Premise Pro(Imidacloprid), Pro Foam Platinum(Sulfates Disodium Lauroampho Diacetate), Proflex(Lambda-cyhalothrin, Novaluron, Pyriproxyfen), Purge III(Pyrethrins), Quikstrike(Dinotefuran), Rat-Out Gel(Garlic Oil, White pepper), RoundUp Custom(GLYPHOSATE, ISOPROPYLAMINE SALT), Rozol Pocket Gopher Bait(Chlorophacinone-Liphadione), Rozol Vole Bait(Chlorophacinone), Safari 20 SG(Dinotefuran), Sedgehammer(Halosulfuron-methyl), Selontra(Cholecalciferol), SFM-75(Sulfometuron Methyl), Sluggo(Iron Phosphate), Sluggo Leaf Life(Iron Phosphate), Snapshot(Trifluraline, isoxaben & isomers), SpeedZone Southern(Carfentrazone-ethyl , 2,4-D, 2-ethylhexyl ester, MCPP , Dicamba), SpeedZone Southern EW(2,4-D, Dichloropro-p, Dicamba, Carfentrazone-ethyl), Stryker(Pyrethrins, PBO), Sumari Ant Bait(Chlothianidin), SureGuard SC(Flumioxazin), SureKill Flusher(Pyrethrins, Pipernonyl Butoxide, N-Octyl Bicycloheptene Dicarboximide), SureKill SK100(Pyrethrins, PBO, N-Octyl Bicyclopheptene Dicarboximide), SureKill SK300(Pyrethrins, PBO, N-Octyl Bicyclopheptene Dicarboximide), Suspend PolyZone(Deltamethrin), Suspend SC(Deltamethrin), Talpirid(Bromethalin), TAP Insulation(Boric Acid), Taurus SC(Fipronil), Tekko Pro(Novaluron, Pyriproxyfen), Tempo SC Ultra(Beta-Cyfluthrin), Terad3 Ag Blox(Cholecalciferol), Terad3 Blox(Cholecalciferol), Termidor Foam(Fipronil), Termidor HE(Fipronil), Termidor SC(Fipronil), Terro Ant Liquid Bait Station(Sodium Tetraborate Decahydrate), Timbor(Disodium Octaborate Tetrahydrate), Tobex(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, PBO), TREE-age G4(Emamectin Benzoate), Trelona(Novaluron), ULD BP 100 II(Pyrethrin, PBO), ULD BP 300 II(Pyrethrins, PBO), Vikane(Sulfuryl Fluoride), Vital Oxide(Chlorine Dioxide, Alkyl dimethyl benzyl ammonium chloride, Alkyl dimethyl ethylbenzyl ammonium chloride), Wasp Freeze II(Prallethrin), WHY Trap(Heptyl Butyrate, 2-Methyl-1-butanol, Acetic Acif), Wilco Ground Squirrel Ag(Diphacinone), Wilco Ground Squirrel Bait(Diphacinone), Zenprox EC(Etofenprox), Zythor(Sulfuryl Fluoride). **Clark Pest Control will not apply any compound not authorized for use in California.**

If within 24 hours following an application you experience symptoms similar to common seasonal illness, comparable to the flu, eye, skin, or lung irritation, or difficulty with blood clotting, contact Clark Pest Control (1-800-936-3339), your physician, and/or your Poison Control Center. For the Poison Control Center, contact the following: (1-800-876-4766).

FOR FURTHER INFORMATION: Contact any of the following: Your pest control company is Clark Pest Control, (800-936-3339); for Regulatory Information call the Structural Pest Control Board (916-561-8700), or write 2005 Evergreen Street, Suite 1500, Sacramento, CA, 95815-3831. For answers to your health questions, call the County Health Department (see list below) and for application information, contact the County Agriculture Commissioner (see list below):

County	Health Dept.	Ag. Comm.	County	Health Dept.	Ag. Comm.	County	Health Dept.	Ag. Comm.
Alameda:	(510)267-8000	(510)670-5232	Madera:	(559)675-7893	(559)675-7876	San Joaquin:	(209)468-3411	(209)953-6000
Alpine:	(530)694-2146	(530)621-5520	Marin:	(415)473-3696	(415)473-6700	San Luis Obispo:	(805)781-5500	(805)781-5910
Amador:	(209)223-6407	(209)223-6487	Mariposa:	(209)966-3689	(209)966-2075	San Mateo:	(650)573-2346	(650)363-4700
Butte:	(530)538-7341	(530)552-4100	Mendocino:	(707)456-3800	(707)234-6830	Santa Barbara:	(805)681-5100	(805)681-5600
Calaveras:	(209)754-6460	(209)754-6504	Merced:	(209)381-1200	(209)385-7431	Santa Clara:	(408)792-5050	(408)918-4600
Colusa:	(530)458-0380	(530)458-0580	Modoc	(530)233-6311	(530)233-6401	Santa Cruz:	(831)454-4000	(831)763-8080
Contra Costa:	(925)957-5400	(925)608-6600	Mono	(760)924-1830	(760)873-7860	Shasta:	(530)225-5591	(530)224-4949
Del Norte:	(707)464-7214	(707)464-0878	Monterey:	(831)755-4500	(831)759-7325	Sierra:	(530)993-6700	(530)283-6365
El Dorado:	(530)621-6100	(530)621-5520	Napa:	(707)253-4270	(707)253-4357	Siskiyou	(530)841-2134	(530)841-4025
Fresno:	(559)600-3200	(559)600-7510	Nevada:	(530)265-1450	(530)470-2690	Solano:	(707)784-8600	(707)784-1310
Glenn:	(530)934-6588	(530)934-6501	Orange:	(800)914-4887	(714)955-0100	Sonoma:	(707)565-4700	(707)565-2371
Humboldt:	(707)445-6200	(707)441-5260	Placer:	(530)889-7141	(530)889-7372	Stanislaus:	(209)558-7000	(209)525-4730
Imperial:	(442)265-1444	(442)265-1500	Plumas:	(530)283-6337	(530)283-6365	Sutter:	(530)822-7215	(530)822-7500
Inyo:	(760)873-7868	(760)873-7860	Riverside:	(951)358-5000	(951)955-3045	Tehama:	(530)527-6824	(530)527-4504
Kern:	(661)321-3000	(661)868-6300	Sacramento:	(916)875-5881	(916)875-6603	Trinity:	(530)623-1358	(530)623-1356
Kings:	(559)584-1401	(559)852-2830	San Benito:	(831)637-5367	(831)637-5344	Tulare:	(559)624-8000	(559)684-3350
Lake:	(707)263-1090	(707)263-0217	San Bernardino:	(800)722-4777	(909)387-2105	Tuolumne:	(209)533-7401	(209)533-5691
Lassen:	(530)251-8183	(530)251-8110	San Diego:	(619)229-5400	(858)694-2739	Ventura:	(800)781-4449	(805)388-4222
Los Angeles:	(213)240-8117	(626)575-5451	San Francisco:	(415)554-2500	(415)252-3830	Yolo:	(530)666-8645	(530)666-8140
						Yuba:	(530)749-6311	(530)749-5400

COLLECTION AND USE OF PERSONAL INFORMATION

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Category of California Personal Information	Business or Commercial Purpose for Collection and Use
Identifiers Examples: real name; alias; postal address; telephone numbers; unique personal identifier; online identifier; Internet Protocol Address; email address; account name, social security number, driver's license number, passport number and other similar identifiers.	• Provide the Services. • Administer and process payments for the Services. • Complete contracts for our Services as well as any disclosures or other documents required by law. • Process any forms, requests, or inquiries submitted to us. • Attend to tasks relating to transactions with us. • Send marketing communications, promotional offers, and periodic customer satisfaction, market research or quality assurance surveys. • Communicate with the consumer or household. • Analyze our data. • Conduct audits, security and fraud monitoring and prevention. • Allow access to an online account. • Provide customer service. • Support participation in promotions, competitions, sweepstakes and surveys and to administer these activities. • Assist us in providing better products and Services including, to evaluate staff performance, to assess the quality of our Services, and to help us improve our Websites, products and Services. • Ensure the security of our Websites and systems. • Protect the rights and/or property of us or a third-party. • In connection with legal claims, compliance, regulatory and investigative purposes as necessary (including in connection with law enforcement investigations, legal process, or litigation). • In circumstances in which we believe our Services, Apps, and/or Website are being or have been used in violation of our Terms of Use, applicable law or otherwise in the commission of a crime. • When we have a good faith belief that there is a threat to the safety of any person.

Any categories of personal information described in subdivision (e) of Section 1798.80 Examples: name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information.	• Provide the Services. • Administer and process payments for the Services. • Complete contracts for our Services as well as any disclosures or other documents required by law. • Process any forms, requests, or inquiries submitted to us. • Attend to tasks relating to transactions with us. • Send marketing communications, promotional offers, and periodic customer satisfaction, market research or quality assurance surveys. • Communicate with the consumer or household. • Analyze our data. • Conduct audits, security and fraud monitoring and prevention. • Allow access to an online account. • Provide customer service. • Support participation in promotions, competitions, sweepstakes and surveys and to administer these activities. • Assist us in providing better products and Services including, to evaluate staff performance, to assess the quality of our Services, and to help us improve our Websites, products and Services. • Ensure the security of our Websites and systems. • Protect the rights and/or property of us or a third-party. • In connection with legal claims, compliance, regulatory and investigative purposes as necessary (including in connection with law enforcement investigations, legal process, or litigation). • In circumstances in which we believe our Services, Apps, and/or Website are being or have been used in violation of our Terms of Use, applicable law or otherwise in the commission of a crime. • When we have a good faith belief that there is a threat to the safety of any person.
Commercial Information Examples: records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	• Provide the Services. • Administer and process payments for the Services. • Complete contracts for our Services as well as any disclosures or other documents required by law. • Process any forms, requests, or inquiries submitted to us. • Attend to tasks relating to transactions with us. • Send marketing communications, promotional offers, and periodic customer satisfaction, market research or quality assurance surveys. • Communicate with the consumer or household. • Analyze our data. • Conduct audits, security and fraud monitoring and prevention. • Allow access to an online account. • Provide customer service. • Support participation in promotions, competitions, sweepstakes and surveys and to administer these activities. • Assist us in providing better products and Services including, to evaluate staff performance, to assess the quality of our Services, and to help us improve our Websites, products and Services. • Ensure the security of our Websites and systems. • Protect the rights and/or property of us or a third-party. • In connection with legal claims, compliance, regulatory and investigative purposes as necessary (including in connection with law enforcement investigations, legal process, or litigation). • In circumstances in which we believe our Services, Apps, and/or Website are being or have been used in violation of our Terms of Use, applicable law or otherwise in the commission of a crime. • When we have a good faith belief that there is a threat to the safety of any person.

If you have questions about our privacy practices or your privacy rights under the California Consumer Privacy Act, please review our privacy policy which is located at www.clarkpest.com/privacy-policy
We may also be reached at privacy@clarkpest.com or 866-897-6507.

ADDITIONAL COMMERCIAL SERVICES

SERVICE AGREEMENT

CLARK PEST CONTROL
800-936-3339
clarkpest.com

CUSTOMER DETAILS

Date: 05/13/26

Name: City of Turlock Fire Station 1 Phone: 209-6487438

Email: Mharcksen@turlock.ca.us Alternate phone: _____

Service address: 540 E Marshall City: Turlock ZIP: 95380

Billing address: On File City: _____ ZIP: _____

LAWN CARE:

SQ. FT.:_____ MOW DAY:_____

Inspect and treat all lawn areas for broad leaf weeds, dandelions, clover, mallow, and other invasive broadleaf weeds throughout the lawn. Broadleaf weed controlled does not include the control of crab grass. pre-emergent, a single service can be provided for crab grass in the lawn.

Apply seasonal pre emergent for the control of crabgrass.

WEED MANAGEMENT

☐ NON-LANDSCAPED AREA ■ DEFENSIBLE SPACE

TREATMENT AREA SQ. FT.: 380

Apply pre-and post emergent November-February pinning precipitation.
Inspect and treat all around property, including flower beds with rock, all crack and crevice in concrete areas and all throughout landscape in back of station 1, avoid small garden area.

BURROWING RODENT CONTROL:

☐GOPHERS ☐MOLES ☐NON-LANDSCAPED AREA

OTHER SERVICES (SPECIFY):

SINGLE SERVICE (SPECIFY):

Initial upgrade total:	$ 380
Additional regular service fee:	$ _____
New regular service fee:	$ 275
New recurring Easy Pay charge:	$ _____
Single service fee:	$ _____

Easy Pay payment options:

Via: ☐ **ACH/Checking draft**

☐ *Form completed*

☐ **Credit card – please call 800-936-3339**

VISA mastercard AMERICAN EXPRESS DISCOVER

ADDITIONAL COMMERCIAL SERVICES

SERVICE AGREEMENT

CLARK PEST CONTROL
800-936-3339
clarkpest.com

GUARANTEE

Clark Pest Control gives no guarantee for single-service treatments unless otherwise indicated in contract language. However, we do guarantee 100 percent that your Clark Pest Control recurring service will be done right, every time. If it isn't, please let us know and we will make it right. While our tree and shrub services are designed to enhance plant growth and help prevent or eliminate pests, we assume no responsibility or liability for plant or tree damage caused by pests or disease. There is no guarantee for boring beetle insect damage and/or tree loss due to beetle activity under bark layer prior to treatment. This service does not include treatment for the grassy weeds in your lawn such as bermudagrass, dallisgrass, bentgrass, and annual bluegrass (Poa annua). Mechanical weed control – such as mowing, discing, or hand pulling of weeds – is also not included in this agreement. Even after a thorough service, some plant material may remain. There are no materials registered that will prevent every type of weed. However, through our maintenance service we can manage the regrowth with post-emergent applications of registered materials. This service can assist with the development of any defensible space on your property; however, Clark Pest Control does not guarantee that this service will prevent any fire damage to the property. Damage to landscape by things such as fungus, insects, diseases, natural events, etc., will not be covered. Clark Pest Control assumes no responsibility or liability for damage caused by burrowing rodent activity or from fires.

TERMS OF AGREEMENT

Per MSA for City of Turlock

X_____	_____	_____
CUSTOMER SIGNATURE	PRINT NAME	DATE
X_____	Scott Coelho _____ FR20753	05/13/26
SIGNATURE OF CLARK REPRESENTATIVE	PRINT NAME FR #	DATE

GREENPRO CERTIFIED PEST MANAGEMENT
QP QualityPro

FOR EXTRA SERVICE CALL (800) 936-3339

(See attached for pesticide notification)

Clark will process your personal information in accordance with our Privacy Policy located at https://www.clarkpest.com/privacy.
For California residents, please see the notice of collection incorporated into our Privacy Policy.

Pesticides are the products Clark Pest Control uses to control the pests covered by this agreement. Pesticides make a better life for all by helping control disease carriers and wood destroying insects, thus protecting our health and property. When properly used, pesticides pose no problems to humans or the environment. Your Clark Technician is a State certified applicator whose knowledge is constantly being upgraded through regularly scheduled training sessions. If you have any questions, please call us at our toll free number: 800-936-3339 or write to: Clark Pest Control, 555 North Guild Avenue, Lodi, CA 95240-0906.

STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION: PESTICIDE NOTICE (SECTION 8538)

CAUTION: PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

PESTICIDES: 24-3-8 w/Dimension(Dithiopyr), ACE-Jet(Acephate), Advance 375A Select(Abamectin B1), Advance Granular Carpenter Ant Bait(Abamectin B1), Advion Ant Bait Arena(Indoxacarb), Advion Ant Gel(Indoxacarb), Advion Cockroach Bait Arena(Indoxacarb), Advion Cockroach Gel Bait(Indoxacarb), Advion Insect Granular Bait(Indoxacarb), Advion WDG(Indoxacarb), Allure MD(Z-9,E-12-Tetradecadien-1-yl acetate), Alpine Dust(Dinotefuran & Diatomaceous Earth), Alpine Flea with IGR(Dinotefuran, Pyripoxyfen, Prallethrin), Alpine Pressurized Fly Bait(Dinotefuran), Alpine WSG(Dinotefuran), Altosid Briquets(S-Methoprene), Altriset(Chlorantraniliprole), Altus(Flupyradifurone), Aprehend(Beauveria bassiana), Arbor-OTC(Oxytetracycline Hydorchloride), Archer(Pyriproxyfen), Arena 0.25G(Clothianidin), Avert DF(Abamectin), Avian Control Repellent(Methyl Anthranilate), AzaSol(Azadirachtin), Bactimos PT(Bacillus thuringiensis), balEnce(Beauveria bassiana Strain HF23), Banner Maxx II(Propiconazole), BioampAA((Z)-9-Hexadecenal), Bora-Care(Disodium Octaborate Tetrahydrate), Cadet(Cholecalciferol), Capstone(Aminopyralid, Triclopyr), CB-80(Pyrethrins, Piperonyl Butoxide), Chase Granular Mole Gopher Repellent(Castor Oil USP, Sodium Lauryl Sulfate), Chloropricrin(Chloropricrin), Cidetrak IMM((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MEC((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MESO((9Z,12E)-9,12-tetradecadien-1-yl acetate), CLEAN-Jet(), Crossfire(Clothianidin, Metofluthrin, PBO), CrossFire Aerosol(Clothianidin, Metofluthrin, Piperonyl Butoxide), CyKick CS(Cyfluthrin), Detex Blox(N/A), Diacon IGR(Methoprene), Dimension Ultra 40 WP(Dithiopyr), Dismiss CA(Sulfentrazone), Ditrac All Weather Blox (Diphacinone), Ditrac Ground Squirrel Bait(Diphacinone), Dragnet SFR(Permethrin), Drain Gel(Bacteria (Bacillus Spores)), Drione(Pyrethrins, Piperonyl Butoxide Technical, Amorprphous Silica Gel), EcoVia G(Thyme, Clove, Lemongrass, & Rosemary oil), EcoVia MT(Soybean, clove, citronella, & lemongrass oils, 2-phenylethyl propionate), EcoVia WD(Thyme oil, 2-Phenethyl Propianate), EcoVia WH(Sodium lauryl sulfate, Clove & peppermint oil), Esplanade 200 SC(Indaziflam), Essentria G(Eugenol, Thyme Oil), Essentria IC Pro(Sodium Lauryl Sulfate, Geraniol, Clove Oil, Cornmint Oil), Evergreen(Pyrethrins), Fastrac All Weather Blox(Bromethalin), Fastrac Soft Bait(Bromethalin), Fendona CS(alpha-Cypermethrin), Fendona CS II(alpha-Cypermethrin), Flumigard SC(Flumioxazin), Fusilade II(Fluazifop-P butyl), Gallery 75 DF(Isoxaben), Garlon 4 Ultra(Triclopyr), Gentrol Aerosol(Hydroprene), Gentrol IGR Concentrate(Hydroprene), Gentrol Point Source(Hydroprene), Headway G(Azoxystrobin), Heritage(Azoxystrobin), IGI Carbon Dioxide(Carbon Dioxide), IMA-Jet(Imidacloprid), In2Mix(Pyriproxyfen, Beauveria bassiana strain GHA), InVade Bio Bullet(Microbes), InVade bio drain(Waste-digesting bacillus spores, citrus oil), InVade BioFoam(foaming agents, citrus oil and waste-digesting bacillus bacteria), InVade Hot Spot(2-Butoxyethanol, Sodium Dodecyl Sulfate, Lauryl Alcohol), InVite liquid lure(Food grade materials), Kaput Ground Squirrel(Diphacinone, Imidacloprid), Kaput-D(Diphacinone), Kaput-D Ground Squirrel(Diphacinone, Imidacloprid), Lesco Hort Oil(Mineral Oil), Lifeline(Glufosinate-ammonium), Magnetic Roach Bait(Boric Acid), Magnify(Oligomeric D-glucopyranose decyl octyl glycosides, Ammonium sulfate, and Ammonium nitrate), Maintain CF 125(Methyl Ester Chloreflurenol, Flurecol-Methyl, Methyl-2,7-dichloro-9-hydroxyfluorene-9-carboxylate), Maxforce FC Roach Bait Stations(Fipronil), Maxforce FC Ant Stations(Fipronil), Maxforce FC Select(Fipronil), Maxforce Fleet Ant Gel(Fipronil), Maxforce Fly Spot Bait(Imidacloprid), Maxforce Granular Fly Bait (Imidacloprid), Maxforce Impact(Clothianidin), MaxForce Quantum(Imidacloprid), Merit 75 WSP(Imidacloprid), Microcare 3% CS(Pyrethrins,Piperonyl Butoxide, Technical), Milestone Speciality(aminopyralid), Natular DT(Spinsosad), Niban(Orthoboric Acid), No Foam A(Nonylphenoxy polyethoxy ethanols, Isopropanol and Fatty acids), NU-FILM-P(Poly-1- p-Menthene), Nuvan ProStrips+(DDVP), Odoban RTU(Alkyl (C12-16) dimethyl benzyl ammonium chloride), OneGuard(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, Piperonyl butoxide), Onslaught FastCap(Esfenvalerate, Prallethrin, PBO), Optigard Ant Gel Bait(Thiamethoxam(1)), Optigard Roach Bait(Emamectin benzoate), OvoControl P(Nicarbazin), Patrol(Lambda-Cyhalothrin), PBO-8(Technical Piperonyl Butoxide), PENTRA-BARK(Polyalkylene Modified Heptamethyltrislloxane and nonionic surfactants), Permethrin SFR(Permethrin), Phantom II PI(Chlorfenapyr), Phantom SC(Chlorfenapyr), PHOSPHO-Jet(Mono-and di-potassium salts of Phosphorous Acid), Precor 2625(Etofenprox, Tetramethrin,Pyrethrins,PBO, S-Methroprene), Precor IGR Concentrate(Methoprene), Premise 75(Imidacloprid), Premise Foam(Imidacloprid), Premise Pro(Imidacloprid), Pro Foam Platinum(Sulfates Disodium Lauroampho Diacetate), Purge III(Pyrethrins), Quick Strike(Dinotefuran, (Z)-9-Tricosene), Quikstrike(Dinotefuran), Rat-Out Gel(Garlic Oil, White pepper), Ridesco WDG(alpha-Cypermethrin, Dinotefuran), RoundUp Custom(GLYPHOSATE, ISOPROPYLAMINE SALT), Rozol Ground Squirrel Bait(Chloriphacinone), Rozol Vole Bait(Chlorophacinone), Safari 20 SG(Dinotefuran), Sedgehammer(Halosulfuron-methyl), Selontra(Cholecalciferol), SFM-75(Sulfometuron Methyl), Sluggo(Iron Phosphate), Sluggo Leaf Life(Iron Phosphate), Snapshot(Trifluraline, isoxaben & isomers), SpeedZone Southern EW(2,4-D, Dichloropro-p, Dicamba, Carfentrazone-ethyl), Steri-fab(Isopropyl alcohol, Didecyl dimethyl ammonium chloride, Dimethyl benzyl ammonium chloride), Stryker Aerosol(Pyrethrins, PBO), SureGuard SC(Flumioxazin), SureKill Flusher(Pyrethrins, Pipernonyl Butoxide, N-Octyl Bicycloheptene Dicarboximide), SureKill SK100(Pyrethrins, PBO, N0Octyl Bicyclopheptene Dicarboximide), SureKill SK300(Pyrethrins, Piperonyl Butoxide, N0Octyl Bicyclopheptene Dicarboximide), Talpirid(Bromethalin), TAP Insulation(Boric Acid), Taurus SC(Fipronil), Tekko Pro(Novaluron, Pyriproxyfen), Tempo SC Ultra(Beta-Cyfluthrin), Terad3 Ag Blox(Cholecalciferol), Terad3 Blox(Cholecalciferol), Termidor Foam(Fipronil), Termidor HE(Fipronil), Termidor SC(Fipronil), Thermolock InCide(Othorboric Acid), Timbor(Disodium Octaborate Tetrahydrate), Tobex(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, PBO), TREE-age G4(Emamectin Benzoate), Trelona(Novaluron), Vikane(Sulfuryl Fluoride), Vital Oxide(Chlorine Dioxide, Alkyl dimethyl benzyl ammonium chloride, Alkyl dimethyl ethylbenzyl ammonium chloride), Wasp Freeze II(Prallethrin), Web Out(Phenothrin, Isopropyl alcohol, DDAC, DBAC), WHY Trap(Heptyl Butyrate, 2-Methyl-1-butanol, Acetic Acif), Wilco Ground Squirrel Bait(Diphacinone), Zenprox EC(Etofenprox), Zythor(Sulfuryl Fluoride).

Clark Pest Control will not apply any compound not authorized for use in California.

If within 24 hours following an application you experience symptoms similar to common seasonal illness, comparable to the flu, eye, skin, or lung irritation, or difficulty with blood clotting, contact Clark Pest Control (1-800-936-3339), your physician, and/or your Poison Control Center. For the Poison Control Center, contact the following: (1-800-876-4766).

FOR FURTHER INFORMATION: Contact any of the following: Your pest control company is Clark Pest Control, (800-936-3339); for Regulatory Information call the Structural Pest Control Board (916-561-8700), or write 2005 Evergreen Street, Suite 1500, Sacramento, CA, 95815-3831. For answers to your health questions, call the County Health Department (see list below) and for application information, contact the County Agriculture Commissioner (see list below):

County	Health Dept.	Ag. Comm.	County	Health Dept.	Ag. Comm.	County	Health Dept.	Ag. Comm.
Alameda:	(510)267-8000	(510)670-5232	Madera:	(559)675-7893	(559)675-7876	San Joaquin:	(209)468-3411	(209)953-6000
Alpine:	(530)694-2146	(530)621-5520	Marin:	(415)473-3696	(415)473-6700	San Luis Obispo:	(805)781-5500	(805)781-5910
Amador:	(209)223-6407	(209)223-6487	Mariposa:	(209)966-3689	(209)966-2075	San Mateo:	(650)573-2346	(650)363-4700
Butte:	(530)552-4000	(530)552-4100	Mendocino:	(707)472-2600	(707)234-6830	Santa Barbara:	(805)681-5100	(805)681-5600
Calaveras:	(209)754-6460	(209)754-6504	Merced:	(209)381-1200	(209)385-7431	Santa Clara:	(408)792-5050	(408)918-4600
Colusa:	(530)458-0380	(530)458-0580	Modoc	(530)233-6311	(530)233-6401	Santa Cruz:	(831)454-4000	(831)763-8080
Contra Costa:	(925)608-5500	(925)608-6600	Mono	(760)924-1830	(760)873-7860	Shasta:	(530)225-5591	(530)224-4949
Del Norte:	(707)464-3191	(707)464-0878	Monterey:	(831)755-4500	(831)759-7325	Sierra:	(530)993-6700	(530)283-6365
El Dorado:	(530)621-6100	(530)621-5520	Napa:	(707)253-4270	(707)253-4357	Siskiyou	(530)841-2134	(530)841-4025
Fresno:	(559)600-3200	(559)600-7510	Nevada:	(530)265-1450	(530)470-2690	Solano:	(707)784-8600	(707)784-1310
Glenn:	(530)934-6588	(530)934-6501	Orange:	(714)433-6000	(714)955-0100	Sonoma:	(707)565-4700	(707)565-2371
Humboldt:	(707)445-6200	(707)441-5260	Placer:	(530)889-7141	(530)889-7372	Stanislaus:	(209)558-7000	(209)525-4730
Imperial:	(442)265-1444	(442)265-1500	Plumas:	(530)283-6337	(530)283-6365	Sutter:	(530)822-7215	(530)822-7500
Inyo:	(760)873-7868	(760)873-7860	Riverside:	(951)358-5000	(951)955-3045	Tehama:	(530)527-6824	(530)527-4504
Kern:	(661)321-3000	(661)868-6300	Sacramento:	(916)875-5881	(916)875-6603	Trinity:	(530)623-1358	(530)623-1356
Kings:	(559)584-1401	(559)852-2830	San Benito:	(831)637-5367	(831)637-5344	Tulare:	(559)624-8000	(559)684-3350
Lake:	(707)263-1090	(707)263-0217	San Bernardino:	(800)722-4777	(909)387-2105	Tuolumne:	(209)533-7401	(209)533-5691
Lassen:	(530)251-8183	(530)251-8110	San Diego:	(619)229-5400	(858)694-2739	Ventura:	(800)781-4449	(805)388-4222
Los Angeles:	(213)240-8117	(626)575-5451	San Francisco:	(415)554-2500	(415)252-3830	Yolo:	(530)666-8645	(530)666-8140
						Yuba:	(530)749-6311	(530)749-5400

ADDITIONAL COMMERCIAL SERVICES

SERVICE AGREEMENT

CLARK PEST CONTROL
800-936-3339
clarkpest.com

CUSTOMER DETAILS

Date: 05/13/26

Name: City of Turlock Fire Station 2 Phone: 209-6487438

Email: Mharcksen@turlock.ca.us Alternate phone: _____

Service address: 791 S Walnut City: Turlock ZIP: 95380

Billing address: On File City: _____ ZIP: _____

LAWN CARE:

SQ. FT.:_____ MOW DAY:_____

WEED MANAGEMENT

☒ NON-LANDSCAPED AREA ☐ DEFENSIBLE SPACE

TREATMENT AREA SQ. FT.: 220

Apply pre-and post emergent November-February pinning precipitation.
Inspect and treat all around property, including rock bed, all crack and crevice in concrete and asphalt areas, behind garage.

BURROWING RODENT CONTROL:

☐GOPHERS ☐MOLES ☐NON-LANDSCAPED AREA

OTHER SERVICES (SPECIFY):

SINGLE SERVICE (SPECIFY):

Initial upgrade total: $ 220

Additional regular service fee: $ _____

New regular service fee: $ 140

New recurring Easy Pay charge: $ _____

Single service fee: $ _____

Easy Pay payment options:

Via: ☐ **ACH/Checking draft**

☐ *Form completed*

☐ **Credit card – please call 800-936-3339**

VISA mastercard AMERICAN EXPRESS DISCOVER

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TERMS OF AGREEMENT

Per MSA for City of Turlock

X_____ _____ _____

CUSTOMER SIGNATURE | PRINT NAME | DATE

X_____ Scott Coelho Fr20753 05/13/26

SIGNATURE OF CLARK REPRESENTATIVE | PRINT NAME | FR # | DATE

GREENPRO CERTIFIED PEST MANAGEMENT

QP QualityPro

FOR EXTRA SERVICE CALL (800) 936-3339

(See attached for pesticide notification)

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PESTICIDES: 24-3-8 w/Dimension(Dithiopyr), ACE-Jet(Acephate), Advance 375A Select(Abamectin B1), Advance Granular Carpenter Ant Bait(Abamectin B1), Advion Ant Bait Arena(Indoxacarb), Advion Ant Gel(Indoxacarb), Advion Cockroach Bait Arena(Indoxacarb), Advion Cockroach Gel Bait(Indoxacarb), Advion Insect Granular Bait(Indoxacarb), Advion WDG(Indoxacarb), Allure MD(Z-9,E-12-Tetradecadien-1-yl acetate), Alpine Dust(Dinotefuran & Diatomaceous Earth), Alpine Flea with IGR(Dinotefuran, Pyripoxyfen, Prallethrin), Alpine Pressurized Fly Bait(Dinotefuran), Alpine WSG(Dinotefuran), Altosid Briquets(S-Methoprene), Altriset(Chlorantraniliprole), Altus(Flupyradifurone), Aprehend(Beauveria bassiana), Arbor-OTC(Oxytetracycline Hydorchloride), Archer(Pyriproxyfen), Arena 0.25G(Clothianidin), Avert DF(Abamectin), Avian Control Repellent(Methyl Anthranilate), AzaSol(Azadirachtin), Bactimos PT(Bacillus thuringiensis), balEnce(Beauveria bassiana Strain HF23), Banner Maxx II(Propiconazole), BioampAA((Z)-9-Hexadecenal), Bora-Care(Disodium Octaborate Tetrahydrate), Cadet(Cholecalciferol), Capstone(Aminopyralid, Triclopyr), CB-80(Pyrethrins, Piperonyl Butoxide), Chase Granular Mole Gopher Repellent(Castor Oil USP, Sodium Lauryl Sulfate), Chloropricrin(Chloropricrin), Cidetrak IMM((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MEC((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MESO((9Z,12E)-9,12-tetradecadien-1-yl acetate), CLEAN-Jet(), Crossfire(Clothianidin, Metofluthrin, PBO), CrossFire Aerosol(Clothianidin, Metofluthrin, Piperonyl Butoxide), CyKick CS(Cyfluthrin), Detex Blox(N/A), Diacon IGR(Methoprene), Dimension Ultra 40 WP(Dithiopyr), Dismiss CA(Sulfentrazone), Ditrac All Weather Blox (Diphacinone), Ditrac Ground Squirrel Bait(Diphacinone), Dragnet SFR(Permethrin), Drain Gel(Bacteria (Bacillus Spores)), Drione(Pyrethrins, Piperonyl Butoxide Technical, Amorprphous Silica Gel), EcoVia G(Thyme, Clove, Lemongrass, & Rosemary oil), EcoVia MT(Soybean, clove, citronella, & lemongrass oils, 2-phenylethyl propionate), EcoVia WD(Thyme oil, 2-Phenethyl Propianate), EcoVia WH(Sodium lauryl sulfate, Clove & peppermint oil), Esplanade 200 SC(Indaziflam), Essentria G(Eugenol, Thyme Oil), Essentria IC Pro(Sodium Lauryl Sulfate, Geraniol, Clove Oil, Cornmint Oil), Evergreen(Pyrethrins), Fastrac All Weather Blox(Bromethalin), Fastrac Soft Bait(Bromethalin), Fendona CS(alpha-Cypermethrin), Fendona CS II(alpha-Cypermethrin), Flumigard SC(Flumioxazin), Fusilade II(Fluazifop-P butyl), Gallery 75 DF(Isoxaben), Garlon 4 Ultra(Triclopyr), Gentrol Aerosol(Hydroprene), Gentrol IGR Concentrate(Hydroprene), Gentrol Point Source(Hydroprene), Headway G(Azoxystrobin), Heritage(Azoxystrobin), IGI Carbon Dioxide(Carbon Dioxide), IMA-Jet(Imidacloprid), In2Mix(Pyriproxyfen, Beauveria bassiana strain GHA), InVade Bio Bullet(Microbes), InVade bio drain(Waste-digesting bacillus spores, citrus oil), InVade BioFoam(foaming agents, citrus oil and waste-digesting bacillus bacteria), InVade Hot Spot(2-Butoxyethanol, Sodium Dodecyl Sulfate, Lauryl Alcohol), InVite liquid lure(Food grade materials), Kaput Ground Squirrel(Diphacinone, Imidacloprid), Kaput-D(Diphacinone), Kaput-D Ground Squirrel(Diphacinone, Imidacloprid), Lesco Hort Oil(Mineral Oil), Lifeline(Glufosinate-ammonium), Magnetic Roach Bait(Boric Acid), Magnify(Oligomeric D-glucopyranose decyl octyl glycosides, Ammonium sulfate, and Ammonium nitrate), Maintain CF 125(Methyl Ester Chloreflurenol, Flurecol-Methyl, Methyl-2,7-dichloro-9-hydroxyfluorene-9-carboxylate), Maxforce FC Roach Bait Stations(Fipronil), Maxforce FC Ant Stations(Fipronil), Maxforce FC Select(Fipronil), Maxforce Fleet Ant Gel(Fipronil), Maxforce Fly Spot Bait(Imidacloprid), Maxforce Granular Fly Bait (Imidacloprid), Maxforce Impact(Clothianidin), MaxForce Quantum(Imidacloprid), Merit 75 WSP(Imidacloprid), Microcare 3% CS(Pyrethrins,Piperonyl Butoxide, Technical), Milestone Speciality(aminopyralid), Natular DT(Spinsosad), Niban(Orthoboric Acid), No Foam A(Nonylphenoxy polyethoxy ethanols, Isopropanol and Fatty acids), NU-FILM-P(Poly-1- p-Menthene), Nuvan ProStrips+(DDVP), Odoban RTU(Alkyl (C12-16) dimethyl benzyl ammonium chloride), OneGuard(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, Piperonyl butoxide), Onslaught FastCap(Esfenvalerate, Prallethrin, PBO), Optigard Ant Gel Bait(Thiamethoxam(1)), Optigard Roach Bait(Emamectin benzoate), OvoControl P(Nicarbazin), Patrol(Lambda-Cyhalothrin), PBO-8(Technical Piperonyl Butoxide), PENTRA-BARK(Polyalkylene Modified Heptamethyltrislloxane and nonionic surfactants), Permethrin SFR(Permethrin), Phantom II PI(Chlorfenapyr), Phantom SC(Chlorfenapyr), PHOSPHO-Jet(Mono-and di-potassium salts of Phosphorous Acid), Precor 2625(Etofenprox, Tetramethrin,Pyrethrins,PBO, S-Methroprene), Precor IGR Concentrate(Methoprene), Premise 75(Imidacloprid), Premise Foam(Imidacloprid), Premise Pro(Imidacloprid), Pro Foam Platinum(Sulfates Disodium Lauroampho Diacetate), Purge III(Pyrethrins), Quick Strike(Dinotefuran, (Z)-9-Tricosene), Quikstrike(Dinotefuran), Rat-Out Gel(Garlic Oil, White pepper), Ridesco WDG(alpha-Cypermethrin, Dinotefuran), RoundUp Custom(GLYPHOSATE, ISOPROPYLAMINE SALT), Rozol Ground Squirrel Bait(Chloriphacinone), Rozol Vole Bait(Chlorophacinone), Safari 20 SG(Dinotefuran), Sedgehammer(Halosulfuron-methyl), Selontra(Cholecalciferol), SFM-75(Sulfometuron Methyl), Sluggo(Iron Phosphate), Sluggo Leaf Life(Iron Phosphate), Snapshot(Trifluraline, isoxaben & isomers), SpeedZone Southern EW(2,4-D, Dichloropro-p, Dicamba, Carfentrazone-ethyl), Steri-fab(Isopropyl alcohol, Didecyl dimethyl ammonium chloride, Dimethyl benzyl ammonium chloride), Stryker Aerosol(Pyrethrins, PBO), SureGuard SC(Flumioxazin), SureKill Flusher(Pyrethrins, Pipernonyl Butoxide, N-Octyl Bicycloheptene Dicarboximide), SureKill SK100(Pyrethrins, PBO, N0Octyl Bicyclopheptene Dicarboximide), SureKill SK300(Pyrethrins, Piperonyl Butoxide, N0Octyl Bicyclopheptene Dicarboximide), Talpirid(Bromethalin), TAP Insulation(Boric Acid), Taurus SC(Fipronil), Tekko Pro(Novaluron, Pyriproxyfen), Tempo SC Ultra(Beta-Cyfluthrin), Terad3 Ag Blox(Cholecalciferol), Terad3 Blox(Cholecalciferol), Termidor Foam(Fipronil), Termidor HE(Fipronil), Termidor SC(Fipronil), Thermolock InCide(Othorboric Acid), Timbor(Disodium Octaborate Tetrahydrate), Tobex(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, PBO), TREE-age G4(Emamectin Benzoate), Trelona(Novaluron), Vikane(Sulfuryl Fluoride), Vital Oxide(Chlorine Dioxide, Alkyl dimethyl benzyl ammonium chloride, Alkyl dimethyl ethylbenzyl ammonium chloride), Wasp Freeze II(Prallethrin), Web Out(Phenothrin, Isopropyl alcohol, DDAC, DBAC), WHY Trap(Heptyl Butyrate, 2-Methyl-1-butanol, Acetic Acif), Wilco Ground Squirrel Bait(Diphacinone), Zenprox EC(Etofenprox), Zythor(Sulfuryl Fluoride).

Clark Pest Control will not apply any compound not authorized for use in California.

If within 24 hours following an application you experience symptoms similar to common seasonal illness, comparable to the flu, eye, skin, or lung irritation, or difficulty with blood clotting, contact Clark Pest Control (1-800-936-3339), your physician, and/or your Poison Control Center. For the Poison Control Center, contact the following: (1-800-876-4766).

FOR FURTHER INFORMATION: Contact any of the following: Your pest control company is Clark Pest Control, (800-936-3339); for Regulatory Information call the Structural Pest Control Board (916-561-8700), or write 2005 Evergreen Street, Suite 1500, Sacramento, CA, 95815-3831. For answers to your health questions, call the County Health Department (see list below) and for application information, contact the County Agriculture Commissioner (see list below):

County	Health Dept.	Ag. Comm.	County	Health Dept.	Ag. Comm.	County	Health Dept.	Ag. Comm.
Alameda:	(510)267-8000	(510)670-5232	Madera:	(559)675-7893	(559)675-7876	San Joaquin:	(209)468-3411	(209)953-6000
Alpine:	(530)694-2146	(530)621-5520	Marin:	(415)473-3696	(415)473-6700	San Luis Obispo:	(805)781-5500	(805)781-5910
Amador:	(209)223-6407	(209)223-6487	Mariposa:	(209)966-3689	(209)966-2075	San Mateo:	(650)573-2346	(650)363-4700
Butte:	(530)552-4000	(530)552-4100	Mendocino:	(707)472-2600	(707)234-6830	Santa Barbara:	(805)681-5100	(805)681-5600
Calaveras:	(209)754-6460	(209)754-6504	Merced:	(209)381-1200	(209)385-7431	Santa Clara:	(408)792-5050	(408)918-4600
Colusa:	(530)458-0380	(530)458-0580	Modoc	(530)233-6311	(530)233-6401	Santa Cruz:	(831)454-4000	(831)763-8080
Contra Costa:	(925)608-5500	(925)608-6600	Mono	(760)924-1830	(760)873-7860	Shasta:	(530)225-5591	(530)224-4949
Del Norte:	(707)464-3191	(707)464-0878	Monterey:	(831)755-4500	(831)759-7325	Sierra:	(530)993-6700	(530)283-6365
El Dorado:	(530)621-6100	(530)621-5520	Napa:	(707)253-4270	(707)253-4357	Siskiyou	(530)841-2134	(530)841-4025
Fresno:	(559)600-3200	(559)600-7510	Nevada:	(530)265-1450	(530)470-2690	Solano:	(707)784-8600	(707)784-1310
Glenn:	(530)934-6588	(530)934-6501	Orange:	(714)433-6000	(714)955-0100	Sonoma:	(707)565-4700	(707)565-2371
Humboldt:	(707)445-6200	(707)441-5260	Placer:	(530)889-7141	(530)889-7372	Stanislaus:	(209)558-7000	(209)525-4730
Imperial:	(442)265-1444	(442)265-1500	Plumas:	(530)283-6337	(530)283-6365	Sutter:	(530)822-7215	(530)822-7500
Inyo:	(760)873-7868	(760)873-7860	Riverside:	(951)358-5000	(951)955-3045	Tehama:	(530)527-6824	(530)527-4504
Kern:	(661)321-3000	(661)868-6300	Sacramento:	(916)875-5881	(916)875-6603	Trinity:	(530)623-1358	(530)623-1356
Kings:	(559)584-1401	(559)852-2830	San Benito:	(831)637-5367	(831)637-5344	Tulare:	(559)624-8000	(559)684-3350
Lake:	(707)263-1090	(707)263-0217	San Bernardino:	(800)722-4777	(909)387-2105	Tuolumne:	(209)533-7401	(209)533-5691
Lassen:	(530)251-8183	(530)251-8110	San Diego:	(619)229-5400	(858)694-2739	Ventura:	(800)781-4449	(805)388-4222
Los Angeles:	(213)240-8117	(626)575-5451	San Francisco:	(415)554-2500	(415)252-3830	Yolo:	(530)666-8645	(530)666-8140
						Yuba:	(530)749-6311	(530)749-5400

ADDITIONAL COMMERCIAL SERVICES

SERVICE AGREEMENT

CLARK PEST CONTROL
800-936-3339
clarkpest.com

CUSTOMER DETAILS

Date: 05/13/26

Name: City of Turlock Fire Station 3 Phone: 209-6487438

Email: Mharcksen@turlock.ca.us Alternate phone: _____

Service address: 501 E Monte Vista Ave City: Turlock ZIP: 95382

Billing address: On File City: _____ ZIP: _____

LAWN CARE:

SQ. FT.:_____ MOW DAY:_____

Inspect and treat all lawn areas for broad leaf weeds, dandelions, clover, mallow, and other invasive broadleaf weeds throughout the lawn. Broadleaf weed controlled does not include the control of crab grass. pre-emergent, a single service can be provided for crab grass in the lawn.
Apply seasonal pre emergent for the control crab grass

WEED MANAGEMENT

☒ NON-LANDSCAPED AREA ☐ DEFENSIBLE SPACE

TREATMENT AREA SQ. FT.:_____

Apply pre-and post emergent November-February pinning precipitation.
Inspect and treat all around property, including flower beds, all crack and crevice in concrete and asphalt areas.

BURROWING RODENT CONTROL:

☐GOPHERS ☐MOLES ☐NON-LANDSCAPED AREA

OTHER SERVICES (SPECIFY):

SINGLE SERVICE (SPECIFY):

Initial upgrade total:	$ 320
Additional regular service fee:	$ _____
New regular service fee:	$ 185
New recurring Easy Pay charge:	$ _____
Single service fee:	$ _____

Easy Pay payment options:

Via: ☐ **ACH/Checking draft**

☐ *Form completed*

☐ **Credit card – please call 800-936-3339**

VISA mastercard AMERICAN EXPRESS DISCOVER

ADDITIONAL COMMERCIAL SERVICES

SERVICE AGREEMENT

CLARK PEST CONTROL
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clarkpest.com

GUARANTEE

Clark Pest Control gives no guarantee for single-service treatments unless otherwise indicated in contract language. However, we do guarantee 100 percent that your Clark Pest Control recurring service will be done right, every time. If it isn't, please let us know and we will make it right. While our tree and shrub services are designed to enhance plant growth and help prevent or eliminate pests, we assume no responsibility or liability for plant or tree damage caused by pests or disease. There is no guarantee for boring beetle insect damage and/or tree loss due to beetle activity under bark layer prior to treatment. This service does not include treatment for the grassy weeds in your lawn such as bermudagrass, dallisgrass, bentgrass, and annual bluegrass (Poa annua). Mechanical weed control – such as mowing, discing, or hand pulling of weeds – is also not included in this agreement. Even after a thorough service, some plant material may remain. There are no materials registered that will prevent every type of weed. However, through our maintenance service we can manage the regrowth with post-emergent applications of registered materials. This service can assist with the development of any defensible space on your property; however, Clark Pest Control does not guarantee that this service will prevent any fire damage to the property. Damage to landscape by things such as fungus, insects, diseases, natural events, etc., will not be covered. Clark Pest Control assumes no responsibility or liability for damage caused by burrowing rodent activity or from fires.

TERMS OF AGREEMENT

Per MSA for City of Turlock

X_____	_____	_____
CUSTOMER SIGNATURE	PRINT NAME	DATE
X_____	Scott Coelho	FR20753	5/13/2026
SIGNATURE OF CLARK REPRESENTATIVE	PRINT NAME	FR #	DATE

GREENPRO CERTIFIED PEST MANAGEMENT
QP QualityPro

FOR EXTRA SERVICE CALL (800) 936-3339

(See attached for pesticide notification)

Clark will process your personal information in accordance with our Privacy Policy located at https://www.clarkpest.com/privacy.
For California residents, please see the notice of collection incorporated into our Privacy Policy.

Pesticides are the products Clark Pest Control uses to control the pests covered by this agreement. Pesticides make a better life for all by helping control disease carriers and wood destroying insects, thus protecting our health and property. When properly used, pesticides pose no problems to humans or the environment. Your Clark Technician is a State certified applicator whose knowledge is constantly being upgraded through regularly scheduled training sessions. If you have any questions, please call us at our toll free number: 800-936-3339 or write to: Clark Pest Control, 555 North Guild Avenue, Lodi, CA 95240-0906.

STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION: PESTICIDE NOTICE (SECTION 8538)

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Alameda:	(510)267-8000	(510)670-5232	Madera:	(559)675-7893	(559)675-7876	San Joaquin:	(209)468-3411	(209)953-6000
Alpine:	(530)694-2146	(530)621-5520	Marin:	(415)473-3696	(415)473-6700	San Luis Obispo:	(805)781-5500	(805)781-5910
Amador:	(209)223-6407	(209)223-6487	Mariposa:	(209)966-3689	(209)966-2075	San Mateo:	(650)573-2346	(650)363-4700
Butte:	(530)552-4000	(530)552-4100	Mendocino:	(707)472-2600	(707)234-6830	Santa Barbara:	(805)681-5100	(805)681-5600
Calaveras:	(209)754-6460	(209)754-6504	Merced:	(209)381-1200	(209)385-7431	Santa Clara:	(408)792-5050	(408)918-4600
Colusa:	(530)458-0380	(530)458-0580	Modoc	(530)233-6311	(530)233-6401	Santa Cruz:	(831)454-4000	(831)763-8080
Contra Costa:	(925)608-5500	(925)608-6600	Mono	(760)924-1830	(760)873-7860	Shasta:	(530)225-5591	(530)224-4949
Del Norte:	(707)464-3191	(707)464-0878	Monterey:	(831)755-4500	(831)759-7325	Sierra:	(530)993-6700	(530)283-6365
El Dorado:	(530)621-6100	(530)621-5520	Napa:	(707)253-4270	(707)253-4357	Siskiyou	(530)841-2134	(530)841-4025
Fresno:	(559)600-3200	(559)600-7510	Nevada:	(530)265-1450	(530)470-2690	Solano:	(707)784-8600	(707)784-1310
Glenn:	(530)934-6588	(530)934-6501	Orange:	(714)433-6000	(714)955-0100	Sonoma:	(707)565-4700	(707)565-2371
Humboldt:	(707)445-6200	(707)441-5260	Placer:	(530)889-7141	(530)889-7372	Stanislaus:	(209)558-7000	(209)525-4730
Imperial:	(442)265-1444	(442)265-1500	Plumas:	(530)283-6337	(530)283-6365	Sutter:	(530)822-7215	(530)822-7500
Inyo:	(760)873-7868	(760)873-7860	Riverside:	(951)358-5000	(951)955-3045	Tehama:	(530)527-6824	(530)527-4504
Kern:	(661)321-3000	(661)868-6300	Sacramento:	(916)875-5881	(916)875-6603	Trinity:	(530)623-1358	(530)623-1356
Kings:	(559)584-1401	(559)852-2830	San Benito:	(831)637-5367	(831)637-5344	Tulare:	(559)624-8000	(559)684-3350
Lake:	(707)263-1090	(707)263-0217	San Bernardino:	(800)722-4777	(909)387-2105	Tuolumne:	(209)533-7401	(209)533-5691
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						Yuba:	(530)749-6311	(530)749-5400

ADDITIONAL COMMERCIAL SERVICES

SERVICE AGREEMENT

CLARK PEST CONTROL
800-936-3339
clarkpest.com

CUSTOMER DETAILS

Date: 05/13/26

Name: City of Turlock Fire Station 4 Phone: 209-6487438

Email: Mharcksen@turlock.ca.us Alternate phone: _____

Service address: 2820 N Walnut City: Turlock ZIP: 95382

Billing address: On File City: _____ ZIP: _____

LAWN CARE:

SQ. FT.:_____ MOW DAY:_____

Inspect and treat all lawn areas for broad leaf weeds, dandelions, clover, mallow, and other invasive broadleaf weeds throughout the lawn. Broadleaf weed controlled does not include the control of crab grass.
Apply seasonal pre emergent for the control of crabgrass

WEED MANAGEMENT

☒ NON-LANDSCAPED AREA ☐ DEFENSIBLE SPACE

TREATMENT AREA SQ. FT.:_____

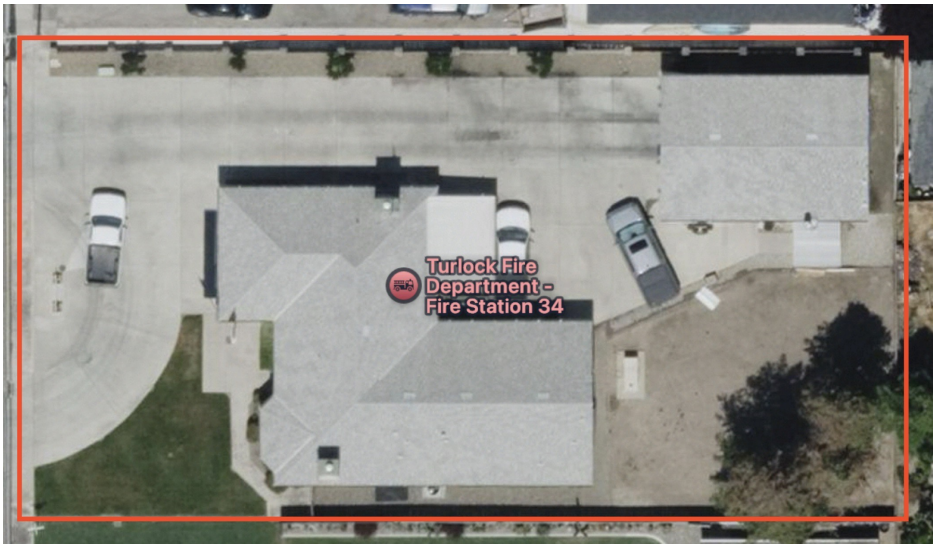
Apply pre-and post emergent November-February pinning precipitation.
Inspect and treat all around property, including flower beds, all crack and crevice in concrete and asphalt areas, behind truck, garage, and open ground area in backyard

BURROWING RODENT CONTROL:

☐GOPHERS ☐MOLES ☐NON-LANDSCAPED AREA

OTHER SERVICES (SPECIFY):

SINGLE SERVICE (SPECIFY):



Initial upgrade total: $ 340

Additional regular service fee: $ _____

New regular service fee: $ 170

New recurring Easy Pay charge: $ _____

Single service fee: $ _____

Easy Pay payment options:

Via: ☐ **ACH/Checking draft**

☐ *Form completed*

☐ **Credit card – please call 800-936-3339**

VISA mastercard AMERICAN EXPRESS DISCOVER

ADDITIONAL COMMERCIAL SERVICES

SERVICE AGREEMENT

CLARK PEST CONTROL
800-936-3339
clarkpest.com

GUARANTEE

Clark Pest Control gives no guarantee for single-service treatments unless otherwise indicated in contract language. However, we do guarantee 100 percent that your Clark Pest Control recurring service will be done right, every time. If it isn't, please let us know and we will make it right. While our tree and shrub services are designed to enhance plant growth and help prevent or eliminate pests, we assume no responsibility or liability for plant or tree damage caused by pests or disease. There is no guarantee for boring beetle insect damage and/or tree loss due to beetle activity under bark layer prior to treatment. This service does not include treatment for the grassy weeds in your lawn such as bermudagrass, dallisgrass, bentgrass, and annual bluegrass (Poa annua). Mechanical weed control – such as mowing, discing, or hand pulling of weeds – is also not included in this agreement. Even after a thorough service, some plant material may remain. There are no materials registered that will prevent every type of weed. However, through our maintenance service we can manage the regrowth with post-emergent applications of registered materials. This service can assist with the development of any defensible space on your property; however, Clark Pest Control does not guarantee that this service will prevent any fire damage to the property. Damage to landscape by things such as fungus, insects, diseases, natural events, etc., will not be covered. Clark Pest Control assumes no responsibility or liability for damage caused by burrowing rodent activity or from fires.

TERMS OF AGREEMENT

Per MSA for City of Turlock

X_____	_____		_____
CUSTOMER SIGNATURE	PRINT NAME		DATE
X_____	Scott Coelho	Fr20753	05/13/26
SIGNATURE OF CLARK REPRESENTATIVE	PRINT NAME	FR #	DATE

GREENPRO CERTIFIED PEST MANAGEMENT
QP QualityPro

FOR EXTRA SERVICE CALL (800) 936-3339

(See attached for pesticide notification)

Clark will process your personal information in accordance with our Privacy Policy located at https://www.clarkpest.com/privacy.
For California residents, please see the notice of collection incorporated into our Privacy Policy.

Pesticides are the products Clark Pest Control uses to control the pests covered by this agreement. Pesticides make a better life for all by helping control disease carriers and wood destroying insects, thus protecting our health and property. When properly used, pesticides pose no problems to humans or the environment. Your Clark Technician is a State certified applicator whose knowledge is constantly being upgraded through regularly scheduled training sessions. If you have any questions, please call us at our toll free number: 800-936-3339 or write to: Clark Pest Control, 555 North Guild Avenue, Lodi, CA 95240-0906.

STATE LAW REQUIRES THAT YOU BE GIVEN THE FOLLOWING INFORMATION: PESTICIDE NOTICE (SECTION 8538)

CAUTION: PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized.

PESTICIDES: 24-3-8 w/Dimension(Dithiopyr), ACE-Jet(Acephate), Advance 375A Select(Abamectin B1), Advance Granular Carpenter Ant Bait(Abamectin B1), Advion Ant Bait Arena(Indoxacarb), Advion Ant Gel(Indoxacarb), Advion Cockroach Bait Arena(Indoxacarb), Advion Cockroach Gel Bait(Indoxacarb), Advion Insect Granular Bait(Indoxacarb), Advion WDG(Indoxacarb), Allure MD(Z-9,E-12-Tetradecadien-1-yl acetate), Alpine Dust(Dinotefuran & Diatomaceous Earth), Alpine Flea with IGR(Dinotefuran, Pyripoxyfen, Prallethrin), Alpine Pressurized Fly Bait(Dinotefuran), Alpine WSG(Dinotefuran), Altosid Briquets(S-Methoprene), Altriset(Chlorantraniliprole), Altus(Flupyradifurone), Aprehend(Beauveria bassiana), Arbor-OTC(Oxytetracycline Hydorchloride), Archer(Pyriproxyfen), Arena 0.25G(Clothianidin), Avert DF(Abamectin), Avian Control Repellent(Methyl Anthranilate), AzaSol(Azadirachtin), Bactimos PT(Bacillus thuringiensis), balEnce(Beauveria bassiana Strain HF23), Banner Maxx II(Propiconazole), BioampAA((Z)-9-Hexadecenal), Bora-Care(Disodium Octaborate Tetrahydrate), Cadet(Cholecalciferol), Capstone(Aminopyralid, Triclopyr), CB-80(Pyrethrins, Piperonyl Butoxide), Chase Granular Mole Gopher Repellent(Castor Oil USP, Sodium Lauryl Sulfate), Chloropricrin(Chloropricrin), Cidetrak IMM((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MEC((9Z,12E)-9,12-tetradecadien-1-yl acetate), Cidetrak IMM MESO((9Z,12E)-9,12-tetradecadien-1-yl acetate), CLEAN-Jet(), Crossfire(Clothianidin, Metofluthrin, PBO), CrossFire Aerosol(Clothianidin, Metofluthrin, Piperonyl Butoxide), CyKick CS(Cyfluthrin), Detex Blox(N/A), Diacon IGR(Methoprene), Dimension Ultra 40 WP(Dithiopyr), Dismiss CA(Sulfentrazone), Ditrac All Weather Blox (Diphacinone), Ditrac Ground Squirrel Bait(Diphacinone), Dragnet SFR(Permethrin), Drain Gel(Bacteria (Bacillus Spores)), Drione(Pyrethrins, Piperonyl Butoxide Technical, Amorprphous Silica Gel), EcoVia G(Thyme, Clove, Lemongrass, & Rosemary oil), EcoVia MT(Soybean, clove, citronella, & lemongrass oils, 2-phenylethyl propionate), EcoVia WD(Thyme oil, 2-Phenethyl Propianate), EcoVia WH(Sodium lauryl sulfate, Clove & peppermint oil), Esplanade 200 SC(Indaziflam), Essentria G(Eugenol, Thyme Oil), Essentria IC Pro(Sodium Lauryl Sulfate, Geraniol, Clove Oil, Cornmint Oil), Evergreen(Pyrethrins), Fastrac All Weather Blox(Bromethalin), Fastrac Soft Bait(Bromethalin), Fendona CS(alpha-Cypermethrin), Fendona CS II(alpha-Cypermethrin), Flumigard SC(Flumioxazin), Fusilade II(Fluazifop-P butyl), Gallery 75 DF(Isoxaben), Garlon 4 Ultra(Triclopyr), Gentrol Aerosol(Hydroprene), Gentrol IGR Concentrate(Hydroprene), Gentrol Point Source(Hydroprene), Headway G(Azoxystrobin), Heritage(Azoxystrobin), IGI Carbon Dioxide(Carbon Dioxide), IMA-Jet(Imidacloprid), In2Mix(Pyriproxyfen, Beauveria bassiana strain GHA), InVade Bio Bullet(Microbes), InVade bio drain(Waste-digesting bacillus spores, citrus oil), InVade BioFoam(foaming agents, citrus oil and waste-digesting bacillus bacteria), InVade Hot Spot(2-Butoxyethanol, Sodium Dodecyl Sulfate, Lauryl Alcohol), InVite liquid lure(Food grade materials), Kaput Ground Squirrel(Diphacinone, Imidacloprid), Kaput-D(Diphacinone), Kaput-D Ground Squirrel(Diphacinone, Imidacloprid), Lesco Hort Oil(Mineral Oil), Lifeline(Glufosinate-ammonium), Magnetic Roach Bait(Boric Acid), Magnify(Oligomeric D-glucopyranose decyl octyl glycosides, Ammonium sulfate, and Ammonium nitrate), Maintain CF 125(Methyl Ester Chloreflurenol, Flurecol-Methyl, Methyl-2,7-dichloro-9-hydroxyfluorene-9-carboxylate), Maxforce FC Roach Bait Stations(Fipronil), Maxforce FC Ant Stations(Fipronil), Maxforce FC Select(Fipronil), Maxforce Fleet Ant Gel(Fipronil), Maxforce Fly Spot Bait(Imidacloprid), Maxforce Granular Fly Bait (Imidacloprid), Maxforce Impact(Clothianidin), MaxForce Quantum(Imidacloprid), Merit 75 WSP(Imidacloprid), Microcare 3% CS(Pyrethrins,Piperonyl Butoxide, Technical), Milestone Speciality(aminopyralid), Natular DT(Spinsosad), Niban(Orthoboric Acid), No Foam A(Nonylphenoxy polyethoxy ethanols, Isopropanol and Fatty acids), NU-FILM-P(Poly-1- p-Menthene), Nuvan ProStrips+(DDVP), Odoban RTU(Alkyl (C12-16) dimethyl benzyl ammonium chloride), OneGuard(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, Piperonyl butoxide), Onslaught FastCap(Esfenvalerate, Prallethrin, PBO), Optigard Ant Gel Bait(Thiamethoxam(1)), Optigard Roach Bait(Emamectin benzoate), OvoControl P(Nicarbazin), Patrol(Lambda-Cyhalothrin), PBO-8(Technical Piperonyl Butoxide), PENTRA-BARK(Polyalkylene Modified Heptamethyltrislloxane and nonionic surfactants), Permethrin SFR(Permethrin), Phantom II PI(Chlorfenapyr), Phantom SC(Chlorfenapyr), PHOSPHO-Jet(Mono-and di-potassium salts of Phosphorous Acid), Precor 2625(Etofenprox, Tetramethrin,Pyrethrins,PBO, S-Methroprene), Precor IGR Concentrate(Methoprene), Premise 75(Imidacloprid), Premise Foam(Imidacloprid), Premise Pro(Imidacloprid), Pro Foam Platinum(Sulfates Disodium Lauroampho Diacetate), Purge III(Pyrethrins), Quick Strike(Dinotefuran, (Z)-9-Tricosene), Quikstrike(Dinotefuran), Rat-Out Gel(Garlic Oil, White pepper), Ridesco WDG(alpha-Cypermethrin, Dinotefuran), RoundUp Custom(GLYPHOSATE, ISOPROPYLAMINE SALT), Rozol Ground Squirrel Bait(Chloriphacinone), Rozol Vole Bait(Chlorophacinone), Safari 20 SG(Dinotefuran), Sedgehammer(Halosulfuron-methyl), Selontra(Cholecalciferol), SFM-75(Sulfometuron Methyl), Sluggo(Iron Phosphate), Sluggo Leaf Life(Iron Phosphate), Snapshot(Trifluraline, isoxaben & isomers), SpeedZone Southern EW(2,4-D, Dichloropro-p, Dicamba, Carfentrazone-ethyl), Steri-fab(Isopropyl alcohol, Didecyl dimethyl ammonium chloride, Dimethyl benzyl ammonium chloride), Stryker Aerosol(Pyrethrins, PBO), SureGuard SC(Flumioxazin), SureKill Flusher(Pyrethrins, Pipernonyl Butoxide, N-Octyl Bicycloheptene Dicarboximide), SureKill SK100(Pyrethrins, PBO, N0Octyl Bicyclopheptene Dicarboximide), SureKill SK300(Pyrethrins, Piperonyl Butoxide, N0Octyl Bicyclopheptene Dicarboximide), Talpirid(Bromethalin), TAP Insulation(Boric Acid), Taurus SC(Fipronil), Tekko Pro(Novaluron, Pyriproxyfen), Tempo SC Ultra(Beta-Cyfluthrin), Terad3 Ag Blox(Cholecalciferol), Terad3 Blox(Cholecalciferol), Termidor Foam(Fipronil), Termidor HE(Fipronil), Termidor SC(Fipronil), Thermolock InCide(Othorboric Acid), Timbor(Disodium Octaborate Tetrahydrate), Tobex(Lambda-cyhalothrin, Prallethrin, Pyriproxyfen, PBO), TREE-age G4(Emamectin Benzoate), Trelona(Novaluron), Vikane(Sulfuryl Fluoride), Vital Oxide(Chlorine Dioxide, Alkyl dimethyl benzyl ammonium chloride, Alkyl dimethyl ethylbenzyl ammonium chloride), Wasp Freeze II(Prallethrin), Web Out(Phenothrin, Isopropyl alcohol, DDAC, DBAC), WHY Trap(Heptyl Butyrate, 2-Methyl-1-butanol, Acetic Acif), Wilco Ground Squirrel Bait(Diphacinone), Zenprox EC(Etofenprox), Zythor(Sulfuryl Fluoride).

Clark Pest Control will not apply any compound not authorized for use in California.

If within 24 hours following an application you experience symptoms similar to common seasonal illness, comparable to the flu, eye, skin, or lung irritation, or difficulty with blood clotting, contact Clark Pest Control (1-800-936-3339), your physician, and/or your Poison Control Center. For the Poison Control Center, contact the following: (1-800-876-4766).

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Inyo:	(760)873-7868	(760)873-7860	Riverside:	(951)358-5000	(951)955-3045	Tehama:	(530)527-6824	(530)527-4504
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						Yuba:	(530)749-6311	(530)749-5400

City Council Staff Report

June 23, 2026

From:	Nichole Fiez, City Clerk
Prepared by:	Nichole Fiez, City Clerk
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Appoint Lazar Piro to the Measure A Citizens Oversight Committee for a term ending July 1, 2029.

2. NARRATIVE:

The Measure A Citizens Oversight Committee had two vacant positions available for appointment. At the June 9, 2026, City Council meeting, the Council appointed one individual to fill one of the vacancies, leaving one remaining vacancy on the Committee.

Since then, the City received one application from a qualified community member interested in serving on the Measure A Citizens Oversight Committee. Staff is presenting the application for City Council consideration. The term for the vacant position will expire on July 1, 2029.

The City Council may appoint the applicant to fill the remaining vacancy on the Measure A Citizens Oversight Committee or provide alternative direction to staff.

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact associated with the appointment to this Committee.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

1. Appoint the applicant to fill the remaining vacancy on the Measure A Citizens Oversight Committee for a term ending July 1, 2029.
2. Decline to make an appointment and direct staff to conduct an additional recruitment process.
3. Provide alternative direction to staff.

6. ATTACHMENTS:

1. Measure A Appointment

Measure A - Local Transactions (Sales) and Use Tax Citizen's Oversight Committee

Number of Vacancies = 1

Appoint community member to fill a term that will expire on 07/01/2029

One (1) Applicant:

- Lazar Piro

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

MAYOR BUBLAK'S RECOMMENDED APPOINTMENT:

Appoint Lazar Piro to the Measure A Citizen's Oversight Committee for the of the term 07/01/2026 through 07/01/2029.

City Council Staff Report

June 23, 2026

From:	Jessie Dhami, Human Relations Director
Prepared by:	James Governale, Management Analyst, Alison Arias, Principal HR Analyst
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorize the City Manager to execute UKG TeleStaff Quote No. Q-412114 and UKG Ready Quote No. Q-423471, expensed to Fund 110 (General), for an initial term of three years, with automatic twelve-month renewal terms thereafter.

Motion: Approve an agreement with HRchitect, Inc. for UKG implementation services in the amount of $110,400, expensed to Fund 110 (General)

2. NARRATIVE:

The City of Turlock currently uses a system where employees only report time when something changes from their normal schedule. This is called “payroll by exception”. While this worked in the past, it is no longer considered best practice.

The City is proposing the implementation of a time-attestation model which would require employees to regularly verify each pay period their time worked and supervisors, managers, or directors to approve this time. This creates a clear and complete record of time worked.

Best practice by both government and accounting standards requires a more robust method of timekeeping which includes documentation in the form of timesheets, most commonly in electronic form. Moving to a time attestation system will:

- Improve accuracy in payroll
- Increase accountability
- Improve transparency and consistency in city records

Staff explored the possibility of using the City’s existing HR system and quickly learned it has limits and would require more manual entries each pay period to secure electronic timesheets, leaving room for error. For example, the current system cannot properly handle alternative work schedules, such as 9/80 schedules, which are widely used in departments. A 9/80 work schedule is a type of flexible schedule where employees work 80 hours over 9 days instead of 10 days in a two week period.

Staff further surveyed several companies and UKG, Inc. came with the highest recommendations and references, particularly from the cities of Elk Grove, Hanford, and Menlo Park who have recently switched over to UKG and Telestaff. In addition, over the past several months, the City has also initiated discussions with all bargaining groups and department directors regarding the City undertaking a review of its time and attendance process as well as the development of a Time and Attendance Policy.

This agenda item intends to solidify the budgeted line item and get approval to execute agreements with the proposed solution partners. To this end, staff recommends moving forward with the implementation of time-attestation protocols and systems. This effort will involve new software systems, updated workflows, and new habits for staff across the organization. There are many timekeeping, scheduling, and attendance systems used in both public and private organizations. Because this is a common operational need, staff identified a cooperatively bid contract through OMNIA with UKG Inc. for Human Resource Systems and Related Products and Services for public sector agencies.

Staff recommend moving forward with two UKG modules:

UKG Ready

UKG Ready includes time and attendance solutions that support time attestation, leave balance monitoring, time-off requests, and alternative schedule management. These tools are expected to improve visibility for employees, supervisors, and administrative staff while supporting consistent timekeeping practices and timesheet records City-wide.

UKG TeleStaff

UKG TeleStaff is designed specifically for public safety agencies and includes automation features to manage complex schedules, overtime, vacancies, minimum staffing requirements, and extra-duty needs for events such as special events and parades.

Implementing a system of this size for more than 630 full-time and part-time employees is a significant project. Proper implementation will require approval structure development, scheduling configuration, policy alignment, user setup, workflow design, and staff training. Staff recommends contracting with HRchitect, Inc., a firm that regularly works with UKG on these types of implementation projects, to assist with setup and configuration on the City's behalf. This will help support timely implementation, proper configuration, and project accountability.

The use of this system will not change employee compensation, overtime rules, benefits, approved schedules, or applicable labor laws. Rather, the system is designed to improve timekeeping accuracy, scheduling transparency, leave management, approval workflows, and overall confidence in City timekeeping records. The system is flexible enough to be configured around the City's policies and procedures, which will support fair, consistent, and compliant scheduling practices.

Staff recommends approval of both motions.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The Purchasing Division has determined that the services provided by UKG do not require a competitive procedure pursuant to TMC Section 2-7-08(b)(6), which provides that bidding is not required for information technology software. The Purchasing Division has also determined that the services provided by HRchitect do not require a competitive procedure pursuant to TMC Section 2-7-08(b)(3), which provides that bidding is not required for contracts involving professional or specialized skill, including, but not limited to, services rendered by attorneys, engineers, accountants, and specialized consultants.

The total first-year cost associated with this project is not to exceed $181,822.20, calculated

as follows:

Description	Amount
HRchitect	$110,400.00
Total HRchitect implementation	**$110,400.00***
UKG	
UKG Ready annual service fee	$56,122.20
UKG TeleStaff annual service fee	$15,300.00
Total annual service fees	**$71,422.20**
First-year total	$181,822.20

All expenses for this project will be charged to Fund 110, General Fund, account number 110-10-109.43060_000. Sufficient funding has been allocated in Fiscal Year 2026-2027, and no budget amendment is required. The initial term of the UKG agreement is three years, but it will automatically renew each following year for a period of twelve months.

*The one-time implementation project cost is composed of the $8,000 fixed fee and $102,400 in estimated implementation labor costs.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

1. Council could choose not to proceed with contracting for these services and direct staff to use existing in-house technology. This alternative is not recommended because the amount of staff time required to manually support time attestation at every level of the organization would be significant. In addition, UKG’s systems of leave accrual, scheduling, and workflow features are expected to provide advanced technology and needed clarity and efficiencies not realized with the current ‘payroll by exception’ timekeeping module.
2. Council could choose not to proceed with HRchitect, Inc. for implementation services. This alternative is not recommended because proper configuration, approval structure development, scheduling setup, and workflow alignment are critical to the success of the project. HRchitect regularly works with UKG on these types of projects and is expected to provide critical implementation support that will reduce risk, improve consistency, and support a more effective rollout.
3. Council could choose not to proceed with the recommended UKG modules and direct staff to evaluate other vendors or conduct a separate formal solicitation. This alternative is not recommended because UKG was selected through a cooperative purchasing process through OMNIA, which allows participating public agencies to use competitively solicited contracts. Using the cooperative purchasing process is

expected to reduce procurement time while still relying on a competitive solicitation completed on behalf of public agencies.

4. Council may provide alternative direction to staff.

6. ATTACHMENTS:

1. UKG Telestaff Quote
2. UKG Ready Quote
3. Agreement with HRchitect

HR, Pay, & Workforce Management

ORDER FORM

Quote#: Q-412114
Expires: 31 Aug, 2026
Sales Executive: David Weeks
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 12 May, 2026

Customer Legal Name:
CITY OF TURLOCK

Customer Legal Address:
156 S BROADWAY STE 230, TURLOCK, CA 95380-5456 USA

Bill To: CITY OF TURLOCK
156 S BROADWAY STE 230
TURLOCK, CA 95380-5456 USA

Ship To: CITY OF TURLOCK
156 S BROADWAY STE 230
TURLOCK, CA 95380-5456 USA

Bill To Contact:

Ship To Contact: Jessie Dhami

Ship to Phone: (209) 668-6938
Ship to Mobile:
Contact: Jessie Dhami
Email: jdhami@turlock.ca.us

Currency: USD
Customer PO Number:
Solution ID: 6223477
Term: Co-Term
Uplift Percent: 8 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: 90 Days from the Effective Date

Services

Billing Frequency: Annual in Advance

Services	Quantity	PEPM	Monthly Price	Annual Price
UKG TELESTAFF CLOUD	150	USD 7.50	USD 1,125.00	USD 13,500.00
UKG TELESTAFF CLOUD EXTRA DUTY EVENTS	150	USD 1.00	USD 150.00	USD 1,800.00
Total Price			**USD 1,275.00**	**USD 15,300.00**

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 1,275.00
Total Annual SaaS and Equipment Rental Fees	USD 15,300.00

Order Notes:

UKG may invoice Customer up to sixty (60) days in advance of the Billing Start Date set forth in an order. Upon Customer's receipt of such invoice, Customer shall pay the invoice within the payment terms time frame set forth in such order.

UKG is not implementing the Subscription Services under this Order and Customer is directly contracting with a third party for such implementation. As such, any linked Statements of Work shall not apply to this Order. In the event Customer requires implementation assistance from UKG, the parties shall enter a separate Order for such services.

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the " Omnia Master Agreement No. 24-6833 ") and used by Customer as an Omnia Participating Public Agency.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF TURLOCK		UKG Kronos Systems LLC	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

UKG is aligning our product brand and announcing that the UKG Dimensions® and UKG Pro® solutions will be one product suite under the name UKG Pro. Click here to learn more and view examples of current to future names

https://www.ukg.com/one-suite#WhatproductnamesarechangingunderUKGDimensions

HR, Pay, & Workforce Management

ORDER FORM

Quote#: Q-423471
Expires: 30 Jun, 2026
Sales Executive: Michael A Knight
Effective Date: Effective as of the date of last signature of this Order

Order Type: Quote
Date: 17 Jun, 2026

Customer Legal Name:
CITY OF TURLOCK

Customer Legal Address:
156 S BROADWAY STE 230, TURLOCK, CA 95380-5456 USA

Bill To: CITY OF TURLOCK
156 S BROADWAY STE 230
TURLOCK, CA 95380-5456 USA

Ship To: CITY OF TURLOCK
156 S BROADWAY STE 230
TURLOCK, CA 95380-5456 USA

Bill To Contact:

Ship To Contact: Jessie Dhami

Ship to Phone: (209) 668-6938
Ship to Mobile:
Contact: Jessie Dhami
Email: jdhami@turlock.ca.us

Currency: USD
Customer PO Number:
Solution ID: 6223477
Initial Term: 36 months from Billing Start Date
Uplift Percent: 8 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: Upon Signature of Order Form

Services

Billing Frequency: Annual in Advance

Services	Quantity	PEPM	Monthly Price	Annual Price
UKG READY ACCRUALS MANAGER	655	USD 0.66	USD 432.30	USD 5,187.60
UKG READY ATTESTATION	655	USD 0.44	USD 288.20	USD 3,458.40
UKG READY INTEGRATION HUB	1	USD 0.00	USD 0.00	USD 0.00
UKG READY LEAVE	655	USD 1.11	USD 727.05	USD 8,724.60
UKG READY SCHEDULER	425	USD 1.11	USD 471.75	USD 5,661.00
UKG READY TIME	655	USD 4.21	USD 2,757.55	USD 33,090.60
Total Price			**USD 4,676.85**	**USD 56,122.20**

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 4,676.85

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 56,122.20

Order Notes:

This Order is subject to the Master Agreement No 24-6833 entered into between Cobb County Board of Commissioner ("Lead Agency") and UKG Kronos Systems, LLC ("UKG") effective as of July 14th, 2025 (the " Omnia Master Agreement No. 24-6833 ") and used by Customer as an Omnia Participating Public Agency.

UKG Launch is based on the Launch Quantity of 655 UKG READY TIME, ACCRUALS MANAGER, LEAVE, AND ATTESTATION AND 425 UKG READY SCHEDULER

The Subscription Fees for the applicable monthly Minimum Quantities are due on the Billing Frequency stated on the Order Form and invoiced sixty (60) days in advance of the Billing Start Date and annual anniversary. To reconcile the actual employee counts, promptly following the end of each month starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month that exceeded the Monthly Minimum Quantity.

UKG is not implementing the Subscription Services under this Order and Customer is directly contracting with a third party for such implementation. As such, any linked Statements of Work shall not apply to this Order. In the event Customer requires implementation assistance from UKG, the parties shall enter a separate Order for such services.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF TURLOCK		**Kronos SaaShr, Inc.**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term. If you are tax exempt, please email a copy of your "Tax Exempt Certificate" to TaxExemption@ukg.com along with the quote number otherwise this order is subject to applicable taxes. The actual tax amount to be paid by Customer will be shown on Customer's invoice.

Statement of Work: COT-001

This UKG Services Implementation Statement of Work No. COT-001 ("SOW") describes the work to be provided by HRchitect (the "Services") to City of Turlock ("Client") under the terms and conditions of the Master Services Agreement ("MSA" or "Agreement") between Client and HRchitect following this Statement of Work.

HRchitect Client Success Manager	**Additional HRchitect Contacts**
Erica Niesse EVP of Global Services Phone: 404.317.8700 eniesse@hrchitect.com	Invoicing Erin Cavender - Finance Department Phone: 214.395.0657 - Fax: 214.619.0889 finance@HRchitect.com Account Manager Scott Kopco - Director of Sales, Public Sector Phone: 814.270.6008 Email: skopco@HRchitect.com
Client Project Sponsor	**Client Billing Contact (if different from Project Sponsor)**
Name: _____ Title/Department: _____ Street Address: _____ City, State Zip/Postal Code: _____ Phone: _____ Email: _____ Employee Headcount: _____	Name: _____ Title/Department: _____ Street Address: _____ City, State Zip/Postal Code: _____ Phone: _____ Email: _____ AP Email: _____
Project ID: COT-001– UKG Ready & TeleStaff Implementation Services	

UKG's #1 Services Partner based on Key Performance Indicators (KPIs) for success, number and quality of client reviews, and the ONLY 5x Winner of the annual partner of the year award - UKG has stated, "HRchitect is the gold standard by which all other partners are measured."

Check out our page on Raven Intelligence for hundreds of reviews of the incredible work our top-rated UKG team does ➞ HRchitect: (ravenintel.com)

1 SERVICES TO BE PROVIDED/ASSUMPTIONS

HRchitect shall provide Client with professional services ("Activities") as defined in Section 2 below, for an UKG system implementation that encompasses the following modules:

Modules in Scope	UKG Ready • Time & Scheduling (TLM) • Accruals • Attestation • Leave Management • Advanced Scheduler UKG TeleStaff in UKG's Google Cloud environment • 1 Production and 1 Non-Production environment • Extra Duty
Project Initiation Date	08/03/2026
Contract End Date	02/02/2027
Big Bang or Phased Approach	• Big Bang

UKG Ready Time (TLM)	**Up to 5 Pay Calc Profiles**
	Up to 5 Timesheet Profiles
	Up to 10 Employee Types
	Up to 2 Pay Types
	Up to 10 basic work schedule profiles
	Deployment gets you started with the ability to accept punches and pay employees accurately through these core components:
	
	• Total Cost Centers
	• Profiles
	  ○ Timesheets
	  ○ Time off requests
	  ○ Pay Calculations
	  ○ Pay Prep
	  ○ Security
	  ○ Points
	• Tables
	  ○ Rate
	  ○ Holiday
	• Manager Levels
	• Employee Perspectives Scorecards
	• Workflows

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	○ Time Off Requests ○ Timesheet Change Requests • Schedules ○ Daily Rules ○ Work Schedule Profiles • Pay Periods • Counters • Time Off Categories • Reports Includes 61 commonly used pre-configured reports
UKG Ready Accruals *Requires UKG Ready Time	**Up to 5 Accrual Profiles** Adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time-off policies through: • Consistent enforcement of policy • Configurable calculation methods & grants • Time-Off routing & approval workflow (requires Timekeeper) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires Timekeeper) • Visibility to projected balances • Automatic balance reduction (requires Timekeeper or Payroll) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard UKG -supplied format Configure Accruals profiles and assign them to employees
UKG Ready Scheduler *Requires UKG Ready Time	**Up to 2 Scheduler Profiles** **Up to 5 Workload Templates** **Up to 2 Schedule Settings** Provides automated tools and high-quality information to create accurate schedules aligning staffing requirements with budget and business demand through: • Schedule build based on budget & demand • Fill w/best-fit employee preferences & skills • Drag-n-Drop scheduling tools • Configurable color-coded scheduling views • Budgeting constraint visibility • Configurable routing & approval workflow • Tools for determining schedule effectiveness True rate cost of schedule
UKG Ready Leave Manager (LOA)	**Up to 2 Leave Profiles** **Up to 2 workflows** **Up to 2 Questionnaires** Adds leave administration through: • Federal & state leave policy enforcement • Employer-specific leave policy enforcement

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	• Qualifying questionnaire • Leave eligibility, type & duration determination • Leave hour interface with timesheets • Leave case routing workflow • Leave case life cycle monitoring • Employee self-services leave request & history • Standard reporting & email notification alerts No integrations in scope

UKG Ready Attestation
*Requires UKG Ready Time
	Up to 3 Workflows
	Provides documentation proof of compliance for required administration to UKG Time by automatically enforcing your policies through:
	• Configurable questions & response choices
	• Automated notification & reminders
	• Several employee prompts with workflows
	  ○ Prompts differ based on attestation prompt
	• Workflows
	  ○ Up to 3 will be configured by the project team. The customer can continue to configure as many as needed.
	Functionality for the InTouch Clock vs. the Web may differ

UKG Ready Integrations	**2 Integrations currently in scope**

UKG TeleStaff	**Organization Management**
	• One (1) Business Units/Scheduling Groups
	  • Overtime Hiring practices are **standardized** for all staff in the business unit(s)
	  • Time Off Requests practices are **standardized** for all staff in the business unit(s)
	  • If exists, all employees are covered under the same union contract/MOUs
	  • Define skills, specialty and/or certification at position, unit or area
	Security Management
	• Multiple staffing authorities/roles
	• Multiple login policies
	Shift Management
	• Ability to support multiple shift patterns
	Roster Management
	• Include multiple roster views
	• Roster Headcounts
	• Minimums Staffing (Leave Thresholds/Roster Counts/Alarms)
	• Multi Day Roster View
	Code Management
	• Signup Process
	  • The ability for user to make themselves available or not available for work
	  • The ability for users to sign up for special event opportunities
	  • Validate Dynamic/Static issues

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	• Accrual Code Management
	  • Initial accrual code(s) balance(s) - manual or import
	  • Customer responsible for ongoing accrual code updates
	  • Import required to be in UKG format.
	  • Time Off Request – Various non-working codes (Vacation, Comp, Sick, etc.)
	  • Ensure compliance with union rules, common business practices, etc.
	  • Validate Dynamic/Static issues (System generated or configured business rules)
	  • With or without approvals - Workflows
	• Shift trades
	  • One Way & Two Way
	  • Ensure compliance with union rules, common business practice, etc.
	  • Validate Dynamic/Static issues
	  • With or without approval by code - Workflows
	Overtime/Special Event Hiring (Fill by Rule)
	• All hiring processes and procedures will be standardized across the department
	• Multiple hiring/staffing list selections
	• Linked Hiring/Staffing Lists with sorting criteria for each list
	Report Management
	• Standard reports
	SSO Configuration or Muli-Factor Authentication
	Outbound Functionality
	• SMS - Twilio Account Required
	Add- On
	1. Configuration for Shift Bid for One Business Unit
	2. Integration to UKG Ready
	3. Extra Duty configuration

Historical Data Conversion	Not in scope

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Project Assumptions

- The entire deployment will be conducted in U.S. English, and all HRchitect resources are located in North America.
- Client is committed to standardize business and operational processes where possible to streamline configuration and the overall implementation.
- UKG will be responsible for establishing the SaaS technology environment to support the UKG Human Capital Management Solution.
- HRchitect will perform the Implementation of the UKG HCM platform as per Client's requirement documents/workbooks.
- Client will utilize the Launch Implementation Methodology as defined in this SOW.
- Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.
- UKG' training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in the deployment methodology. Client's project team members will attend all necessary UKG training courses.
- Depending upon the preparation and engagement of your organization, there may be opportunities to complete the project in a compressed duration. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In this circumstance, HRchitect may issue a change order to ensure the appropriate budget is available.
- HRchitect and Client management support will be readily available to resolve issues to avoid negative impact on the project schedule and/or cost.
- Client will dedicate knowledgeable resources to the project. Availability of key Client resources will impact the project schedule and may result in a project change request (PCR).
- Any relevant organizational changes due to acquisitions, divestitures, changes to business units, or other organizational changes that occur during the course of the project will be evaluated and any potential impact on the project, such as scope, timeline, and cost, will be assessed. A Project Change Request (PCR) may result.
- Client will complete tasks as indicated in the roles and responsibilities section of this document and as assigned in the final project plan by mutually agreed upon due dates.
- Client will be responsible for any changes made to legacy Client applications resulting from the implementation of the UKG HCM platform.
- Client will ensure internal and external systems are available for development/testing/production cutover as per the Project Plan dates.
- Customizations are not in scope. A customization is defined as any system change that extends the application beyond what is available within the delivered software.

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- Implementation includes testing support from HRchitect to effectively ensure that all pay cycles are working correctly prior to Go Live.
- Travel expenses are not included in this estimate. Actual travel costs will be billed to the Client.
- Client will be responsible for managing all third party resources (e.g. those individuals or entities that may provide input to, have dependencies on, or impact by this implementation) and ensure that they are available to provide input in a timely manner.
- All ongoing maintenance of custom reports created during the implementation project will be the responsibility of Client.
- All UKG Launch services conclude upon completion of the agreed-upon scope of services or at the Contract End Date, whichever occurs first. Any additional services required beyond this scope will be contracted separately.
- If the Client needs to move the Go-Live date, a Project Change Request (PCR) will be required. The PCR will outline any additional time, resources, or costs needed to support the new date. Extra charges will apply based on the revised scope.

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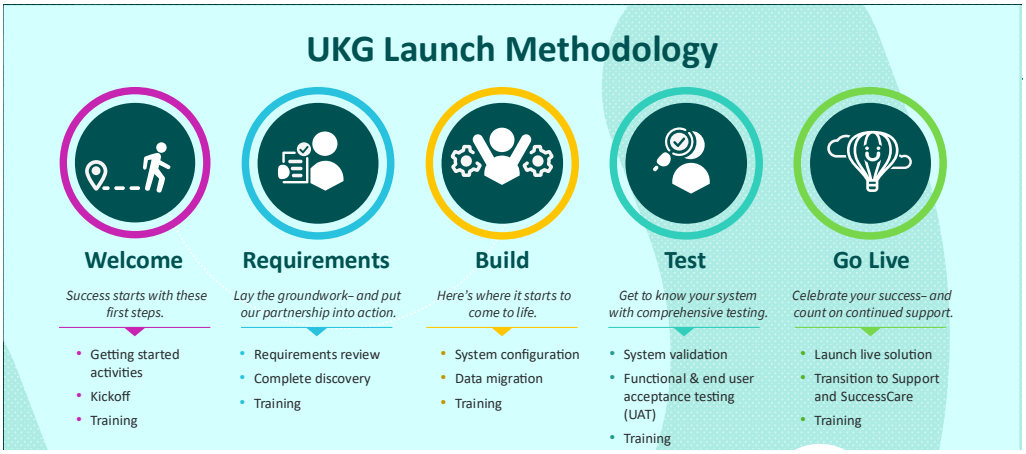
2 IMPLEMENTATION SERVICES

HRchitect utilizes UKG's Launch methodology which provides proven and repeatable processes that enable project teams to measure progress and results and offers a solid knowledge transfer from UKG Consulting Partners to the Customer. It is supported with standard tools, templates and proven training paths that deliver a successful Launch. HRchitect partners with the Customer throughout the Launch process performing tasks such as a business requirements analysis through discovery workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.

With UKG Launch, HRchitect uses its proven methodology to provide training and Launch services to deploy the UKG HCM platform. Launch services will be delivered as described in this document.

1. Introduction to UKG Launch Services



Deployment Strategy

The deployment of the Application(s) is a collaborative endeavor. HRchitect will work with Client to determine the most logical and efficient deployment plan of the Application(s) based upon, Application(s) purchased, and Launch duration outlined in this document. This best practice approach will be tailored to Client's business objectives.

Launch Methodology

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition Client's existing human

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capital management and workforce management (if applicable) functions from Client's legacy provider to the Application(s). UKG's deployment methodology includes the following phases:

Launch Phase	Description
Welcome	Preliminary preparation involves four basic elements: HRchitect's internal readiness and team assignments, client preparation, a project team initial kick off meeting and Application(s) access.
Requirements	HRchitect will perform a discovery process by interviewing the Client's subject matter experts from different functional areas. Information that has been gathered during the requirements phase is used to determine the current system set up, the new system definition requirements and allow HRchitect to determine the best fit between the Client's business requirements and the UKG Application(s). A project timeline will be provided once requirements have been collected.
Build	This phase is designed to configure Client's Application(s), build interfaces, and migrate employee data into UKG Ready Pay and People Center from legacy system. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.
Test	Testing involves functional testing and user acceptance testing for the applicable Application(s); including, but not limited to, parallel testing, dual maintenance, and validation.
Go-Live	This phase consists of HRchitect assisting the Client with the first live processing, the rollout of the Application(s) and transition to support.

2. Roles and Responsibilities in the Deployment Life Cycle

A successful UKG Launch assumes Client participation throughout the deployment life cycle as referenced in the *Roles and Responsibilities* sections of this document. HRchitect and the Client's roles and responsibilities are described below.

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A check mark in the grid below indicates each respective party's primary responsibilities. If there is a check under HRchitect and Client columns, this means the task is a shared responsibility with the HRchitect having primary responsibility to lead the task to completion.

Project Management	HRchitect	Client
Review the scope of services with Client including contract documents and resource assignments	√	√
Manage HRchitect team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline	√	
Manage Client team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline		√
Create status reports and facilitate status calls with project team	√	
Partner together to identify, manage, and resolve project issues	√	√
Provide Client communications and general project-related management activities	√	
Create change management and training for managers and employees		√

Welcome Phase	HRchitect	Client
Provide Client access to the Application(s) as contracted in the Order	√	
Share project goals and success criteria with HRchitect project team		√
Participate in the kick-off meeting	√	√
Assist in defining necessary Client resources and a training plan as part of the project plan	√	

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Key project resources attend recommended training course(s) throughout implementation		√

Requirements Phase	HRchitect	Client
Gather all available policy, procedure documentation, and business use cases to complete the data collection process		√
Describe the expected solution, business processes, and business rules for all employee groups in scope during requirements meeting(s)		√
Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines		√
Lead meeting(s) to gather business requirements and document configuration needs	√	
Provide Client with a detailed project plan	√	

Build Phase	HRchitect	Client
Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration	√	√
Share data translations and field mapping specifications for all required fields in the UKG import templates for data conversion	√	
Provide source data for production processing in the UKG approved import template formats		√
Review and approve imported data according to the agreed upon schedule		√
Create interfaces as defined during the Requirements phase of Launch	√	

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Supply technical support required for system integration and data conversion	√	√
Complete all administrative training through Learning Center in the UKG Ready Application		√
Create a plan for manager and end-user training		√

Test Phase	HRchitect	Client
Complete interface data validation	√	√
Perform functional/user acceptance and system testing	√	√
Execute manager and end-user training		√

Go-Live Phase	HRchitect	Client
Provide production support and post-live support for transition to UKG's Global Support team	√	
Perform project wrap-up activities, including closing open issues	√	√

3. Deliverables

Below are the key project deliverables and related acceptance criteria that HRchitect will deliver in each phase of the implementation.

Deliverable	Activity	Acceptance Criteria
Welcome Phase		
Aligned expectations	HRchitect will transition the Client project from Sales to Services	Client confirms project expectations aligns with Sales order
Project team transition	HRchitect will assign the Launch team to the specifics of the project	HRchitect and Client prepare project for engagement with the Launch team

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Requirements Phase		
Detailed Project Plan	HRchitect will refine and update the initial project plan	Client receives and accepts the detailed project plan
Project Requirements Document	HRchitect will provide Project Requirements Document	Client receives and completes SOC (System and Organization Controls) sign off on the Project Requirements Document in UKG Ready
Completed Integration Specifications Document(s)*	Client will review Integration Synopsis Document(s) with UKG	Client reviews the document(s) prior to development of interface(s)
Build Phase		
Application(s) Configuration	HRchitect builds Application(s) based on Requirements Document	HRchitect completes internal testing prior to hosting Build Review Call(s)
Build Review Call(s)	Client to attend Build Review Call(s) hosted by HRchitect	Client confirms the system is built according to the Requirements Document
Completed imports of all applicable employee data	Client will review imported data with HRchitect and perform data validation	Client confirms the system is built according to the Requirements Document
Completed Integration Development*	HRchitect completes the development of applicable integration(s) based on the approved Integration Synopsis Document(s)	HRchitect completes internal testing and validation prior to moving to Client/3rd party testing and validation
Test Phase		
Complete Payroll Compare for 1st Test Parallel. Provide issues resolution for 1st parallel compare	Client will participate in parallel testing and validate results	Client confirms that all parallel testing results are accurate, and issues are resolved
Complete Payroll Compare for 2nd Test Parallel. Provide issues resolution for 2nd parallel compare	Client will participate in parallel testing and validate results	Client confirms that all parallel testing results are accurate, and issues are resolved

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Complete Application Testing for UKG Ready	Client will participate in Application testing and review results	Client confirms that all testing is accurate through SOC (System and Organization Controls) sign off in UKG Ready
Completed Import of Check History, Balances, and all other Go Live Relevant Imports	Client review imported data with HRchitect and perform data validation	Client confirms that all imported employee data is accurate
Completed Internal and External Testing of Integration(s)*	Client will partner with external vendor(s) if applicable to complete all functional testing	Client confirms that the integration(s) is working as designed. HRchitect will schedule and deploy based on this confirmation
Go Live Phase		
Live Punching/Processing of UKG Ready	Client will confirm decision to go live prior to Application's target active date or when system is ready for active use	Client completes SOC (System and Organization Controls) sign-off for relevant Application(s) in UKG Ready

**Note: Financial based integrations (e.g., 401k export) are provided in alignment with go live. All other interfaces are delivered as available.*

4. Project Team Composition

Resource allocation and commitment are key drivers for successful Launch. The project team is assembled using team members from Client and HRchitect. Client hereby authorizes access by UKG and HRchitect to the Client information necessary to perform such services. This may include access to Client's Confidential Information. HRchitect is subject to the confidentiality and security provisions of this Agreement and UKG will be responsible for the actions of its Certified Partners. Prior to the end of the project, an ongoing support team will also be introduced.

The project team is comprised of experienced industry experts specializing in specific areas of the Launch project. The typical team roles and key responsibilities are listed below:

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HRchitect UKG Team Resource	Key Responsibilities
Services Manager	• HRchitect Project Sponsor • Gains commitment for all project resources
Project Manager	• Primary point of contact • Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develops and manages project schedule • Identify and develop project risk mitigation plan • Communicates overall project status and provides project reporting • Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution
System Consultants	• Primary UKG resource and functional expert • Your day-to-day point of contact for all UKG related service requests
Integration Analyst	• Responsible for integration file creation and delivery • Works together with 3rd Party vendors to determine requirements for file automation; initiates and manages the setup of data exchange services

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Client Team Resources	Key Responsibilities
Executive Sponsor	• Client Project Sponsor • Gains commitment for all project resources • Provides executive-level support to the project team. • Ensures that the needs of the project team are well represented and met by the steering committee.
Project Manager/Lead	• Primary Point of Contact • Responsible for achieving project objectives by coordinating with Client project resources on the timely completion of project tasks • Communicates overall project status and provides project reporting to Client Steering Committee if applicable • Serves as Client's initial point of escalation for all project related issues and coordinates activities needed for resolution • Channels the team's activities toward application configuration and executing the project.
Subject Matter Expert	• Client's primary representative and designated decision maker in the area of Workforce Management
System Admin/Owner	• Client's primary resource for system configuration, system knowledge, and application security.
Technical Resource	• Client's primary resource for technical issues related to data conversion, integrations and security.

Project Change Requests: Services outside of the scope of this SOW or the UKG Launch Overview Document shall be identified to Client in a Project Change Request ("PCR"), with the associated fee for such Services, and the parties will mutually agree to and execute in writing a Project Change Requests prior to the performance of such Services. Likewise, no Service set forth in this SOW will be waived until and unless such Service and waiver is set forth in a Project Change Request mutually agreed to and executed in writing by the parties.

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3 Expenses, Fees, Payment Schedule & Billing

3.1 Travel Expenses

Client will be billed for at-cost travel expenses. Client shall be invoiced for travel time at HRchitect's current rate for travel time (currently $200/hour) for each inbound and outbound trip.

3.2 Total Fixed Fee Implementation Services

Integration Fixed Fee - **$8,000 USD** due upon contract signing. Payment must be received in order for work to begin.

3.3 Total Estimated Implementation Fee

Total implementation labor fee: $102,400 USD (non-inclusive of travel-related costs)

This engagement is structured as a time and materials agreement based on the following hours

- UKG Ready - 355 hours of labor at a rate of $180 USD per hour. Any hours exceeding 355 hours will be billed at an adjusted rate of $190 USD per hour.
- UKG Telestaff - 175 hours of labor at a rate of $220 USD per hour. Any hours exceeding 175 hours will be billed at an adjusted rate of $230 USD per hour.

Any agreed upon additional work will be covered in future SOWs. The total fee includes 30-days of Limited Post Go-Live Support effective from the date of Go-Live.

Implementation Payment Schedule

Commencement: $30,720 USD
Due upon contract signing. This payment will be applied exclusively to labor fees on HRchitect invoices. The commencement payment must be received in full prior to the start of any project work.

Remaining Implementation Invoicing Schedule:
Implementation services shall be invoiced on a bi-weekly basis for the duration of the implementation project or until all associated fees have been paid in full.

3.4 SOW Valid Price Period:

The fees outlined in this SOW are valid for 30 days from the date provided to the Client.

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Optional items not included in the above costs:

Optional Items for UKG Ready	Cost (USD)	Elect?
Change Management – Silver Level	$40,000	☐
Change Management – Gold Level	$65,000	☐
Change Management – Platinum Level	$99,500	☐
Client-side Project Management & Subject Matter Expertise	$175/hr	☐
People, Process, & Operations Assessment (PPOA)	$60,000	☐
System Administrator Training	$4,500	☐
System Administrator Training & Train the Trainer	$9,500	☐
End User Training	$16,800	☐
Integrations	$4,000 per	☐

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4 ACKNOWLEDGEMENT

EACH PARTY HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORIZED OFFICIALS AS OF THE FIRST DATE SET FORTH ABOVE.

Agreed to:	**Agreed to:**
City of Turlock	**HRchitect, Inc.**
By:_____	By: Jennifer Sorenson
Authorized signature	Authorized signature
Title: _____	Title: Executive Vice President Global Sales
Name (type or print):_____	Name (type or print): Jennifer Sorenson
Date:_____	Date: 06/18/26

By signing above; Client hereby appoints HRchitect as its representative to support the implementation. By signing this SOW, Client is allowing HRchitect's assigned project team to access the UKG system and will provide a copy of the Client's SaaS agreement with UKG. HRchitect only assigns certified consultants of UKG to a client's project and will be the only resources on the HRchitect team accessing your system and data. HRchitect's access to your UKG environment will expire 30 days following go live and following the transition to UKG support. The Client agrees to provide the Consultant with the necessary access to the UKG (Ultimate Kronos Group) system. For Workforce Management (WFM), this includes the creation of an Admin account with the required access. For HR, Payroll, Benefits, and Talent modules, the Client must complete a Partner Access form. The Client acknowledges that timely provision of such access is crucial for the Consultant to deliver the agreed-upon services effectively and within the specified timeframe.

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5 Payment Information

5.1 Payment Terms

Payments for services rendered under this Statement of Work shall be made according to the following terms:

- Projects will not begin until commencement payment or single payment service is received
- Payment Schedule (beyond commencement payment): Net 30 days from invoice date
- Invoice Remittance: Payments must reference this Statement of Work name and the Invoice number
- Questions on invoices should be submitted to finance@HRchitect.com

5.2 Remittance Information

Payments shall be remitted to the following:
Payee Name: HRchitect, Inc.
Remittance Address: 8811 Teel Parkway Suite 100-5309, Frisco, TX 75035
Remittance Email: finance@HRchitect.com
Electronic Payment Details (if applicable):

- Bank Name: Busey Bank
- Bank Address: 100 W. University Ave, Champaign, IL 61820
- Account Number: 2011623034
- Routing Number: 071102568

5.3 Credit Card Payment

Effective January 1, 2026, HRchitect now accepts credit cards. Please email Finance@HRchitect.com to receive your credit card payment link. Credit card transactions are subject to processing fees which vary but are usually 3%, which will be added to the total invoiced amount.

5.4 W-9 Information

HRchitect certifies that the following tax information is provided in accordance with IRS requirements:

- Legal Business Name: HRchitect, Inc.
- Tax Classification: C Corporation
- Taxpayer Identification Number (TIN): 04-3491162
- Business Address: 8811 Teel Parkway Suite 100-5309, Frisco, TX 75035

A completed IRS Form W-9 is attached to this Statement of Work in Appendix C for reference.

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Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into and made effective on _____, 2026 (the "Effective Date") by and between HRchitect, Inc., a Texas corporation having a principal place of business at 8811 Teel Parkway, Suite 100-5309, Frisco, TX 75035 (herein referred to as "HRchitect") and

Name: City of Turlock
Address: _____

(herein referred to as "Client"). Together, HRchitect and Client are referred to as "the parties". Whereas, HRchitect wishes to provide consulting services under the direction and supervision of the Client in accordance with the terms and provisions in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between HRchitect and Client as follows:

1. **Services; SOW -** HRchitect will perform certain consulting services on an as needed basis for Client as are more particularly set forth on that certain statement of work by and between the parties dated as of _____, 2026 and each additional written statement of work (each a "SOW") signed by the parties thereafter, if any (collectively, the "Services"). The Services, work location, Fee (as defined on Schedule A), and duration of the Project(s) (as defined in the applicable SOW) will be set forth in each SOW. Each SOW is hereby incorporated into and shall be considered part of this Agreement. In the event that there is a conflict between the terms of this Agreement and any SOW, the terms of such SOW shall control.

2. **Invoicing and Payment –** Client shall pay HRchitect for the Services pursuant to the invoicing and payment terms set forth on Schedule A attached hereto (the "Payment Terms").

3. **Taxes –** Client shall pay all taxes or duties, fees or governmental charges, however designated, (including personal property taxes, sales taxes, use taxes and customs duties, but not including any corporate excise taxes assessed against HRchitect) arising from, or based upon any Services provided under this Agreement.

4. **Personnel** - All personnel including employees, contractors, and agents ("Professionals") supplied by HRchitect shall be considered HRchitect's Professionals. HRchitect shall be responsible for payment of any applicable salaries (including the withholding or payment of all payroll or income taxes), employee benefits, worker's compensation, disability benefits and the like for such Professionals.

5. **Working Arrangement -** Client shall provide HRchitect with reasonable access to Client's work location(s), Internet, servers systems, and computer machine time as are necessary to perform the Services. Client further shall provide HRchitect with all materials and other services, which have been agreed to in connection with the performance of the Services on the applicable SOW or otherwise in writing.

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6. **Non-Solicitation Practice -** Client and HRchitect agree not to directly solicit or recruit any Professionals from each other during the term of this Agreement and for a period of six (6) months after the expiration or termination of this Agreement unless agreed to in writing by both HRchitect and Client.

7. **Limited Warranty -** HRchitect warrants the Services will be performed by qualified Professionals conforming to generally accepted practices within the relevant industry. Any work produced by HRchitect that is determined by HRchitect and Client to not conform with the requirements set forth on the applicable SOW will be corrected by HRchitect without additional charge. Client must request HRchitect to review such work within thirty (30) days after the invoice date for such work. Following such thirty (30) day period, such work shall be deemed accepted by Client. This warranty is limited to rework of work product without change based on the original requirements set forth on the applicable SOW. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED BY HRCHITECT AND ARE HEREBY DISCLAIMED BY CLIENT TO THE FULLEST EXTENT PERMITTED BY LAW.

8. **Limitation on Liability** - HRchitect's liability with respect to this Agreement is limited to the total fees paid to HRchitect for products or services provided herein. HRCHITECT SHALL NOT BE LIABLE FOR ANY LOSSES, CLAIMS OR DAMAGES TO CLIENT'S WEBSITES, SYSTEMS, DATA, OR DATA STORAGE WHATSOEVER, EVEN IF SUCH LOSSES, CLAIMS OR DAMAGES ARISE FROM HRCHITECT'S PERFORMANCE OF THE SERVICES, UNLESS SUCH DAMAGE ARISES DIRECTLY FROM HRCHITECT'S GROSS NEGLIGENCE. IN NO EVENT WILL HRCHITECT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, CURE OR INCIDENTAL DAMAGE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE.

9. **Confidentiality and Nondisclosure -** From time to time during the term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") certain Confidential Information. The Receiving Party agrees that it will keep all Confidential Information about, concerning, or related to the Disclosing Party strictly confidential. The Receiving Party further agrees that it will not disclose such Confidential Information to any third-party, shall not use such Confidential Information for any purpose except in furtherance of this Agreement, and shall protect such Confidential Information from disclosure using the same or higher standards as the Disclosing Party uses to protect its own Confidential Information. The parties agree that Confidential Information shall be limited to disclosure within the organization of the Receiving Party to those Professionals, with a bona fide need to know such information as a necessary part of their contribution to the performance of the Receiving Party's respective obligations under this Agreement. For purposes of this Agreement, "Confidential Information" shall include account passwords, financial information, business affairs, marketing data, methodologies, software, existing and potential customer lists; and trademarks, know-how, patents, copyrights, trade secrets, and other intellectual property and proprietary information ("Intellectual Property"). "Confidential Information" shall not include (a) items that are generally available to the public, generally known in the industry, or exist in the public domain; (b) information that is learned from an outside source independent from the relationship established by this Agreement or was known prior to the entering of this Agreement; or (c) is required to be disclosed under applicable law. Upon the expiration or termination of this Agreement, the Receiving Party shall promptly return or destroy all Confidential Information and copies thereof that it has received under this Agreement. This Paragraph 9 shall survive the termination of this Agreement.

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10. **Ownership and Work-for-Hire -** All Intellectual Property and inventions, work products and ideas ("Creations") which HRchitect owned prior to the Effective Date or are developed independently by HRchitect during the term of this Agreement (whether or not used on any Project) (collectively, "HRchitect IP") remain the sole and exclusive property of HRchitect. To the extent that any HRchitect IP is imbedded in the work product to be delivered in connection with the Services (the "Deliverables"), HRchitect hereby grants Client a world-wide, royalty free, nonexclusive license to use the HRchitect IP only in connection with the Deliverables. All Deliverables, including the Intellectual Property and Creations therein other than the HRchitect IP, which HRchitect develops which are paid for by the Client under this Agreement are to be considered "work-for-hire" and the property of the Client and by its signature hereon, HRchitect hereby assigns to the Client all of its right, title and interest in and to such Deliverables and further agrees to execute any other documents reasonably necessary to effect such assignment.

11. **Assignment –** This Agreement shall not be transferred or assigned without prior written consent of both Parties, except that HRchitect may transfer or assign this Agreement to a successor or purchaser of all or substantially all of the assets of HRchitect who has agreed to be bound in writing by all of the terms and conditions of this Agreement without prior written consent of Client.

12. **Term; Termination –** The term of this Agreement commences on the Effective Date and will remain in effect until the Services are completed by HRchitect and accepted by Client unless earlier terminated by either party as provided in this Paragraph. This Agreement is subject to termination by Client for any reason by giving two (2) weeks written notice. In the event of termination, HRchitect will be entitled all Fees and Expenses (as defined on Schedule A) for all Services provided and Deliverables furnished through the effective termination date. Following the Grace Period (as defined in Schedule A), HRchitect may immediately terminate this Agreement upon written notice to Client.

13. **General –** This Agreement, which shall include all SOWs and schedules and exhibits attached hereto, may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by and interpreted under the laws of the State of Texas and the exclusive venue for any disputes between the parties to this agreement shall be in Collin County, Texas. This Agreement sets forth the entire understanding between the parties, is binding upon and inures to the benefits of parties hereto and their respective successors and permitted assigns and may be cancelled, modified and amended only by a written instrument executed by both HRchitect and Client. If two (2) or more entities are named herein as Client, their obligations shall be joint and several. This Agreement supersedes any and all previous conversations, understandings and agreements between the parties (whether written or oral), including any request for proposal or similar document and any responses thereto and the terms of any purchase order or invoice from Client, all of which are of no further force and effect. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of the Agreement will remain in full force and effect. Neither the failure nor any delay on the part of either party to exercise any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof. No claim or action, regardless of form arising out of this Agreement may be brought by either party more than three (3) years after the cause of action has arisen. Any communication or notice to be delivered hereunder, shall be delivered by hand delivery, certified or registered mail, return receipt requested, fax, or email to the address of the party to receive such communication or notice set forth in the opening paragraph of this Agreement or such other addresses as such

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party agrees to in writing. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the parties. HRchitect is an independent contractor pursuant to this Agreement. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party unless expressly provided herein.

[signature page follows]

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EACH PARTY HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVES AS OF THE FIRST DATE SET FORTH ABOVE.

City of Turlock	**HRchitect, Inc**
Printed Name:	Printed Name: Jennifer Sorenson
Signature:	Signature: Jennifer Sorenson
Title:	Title: Executive Vice President Global Sales
Date:	Date: 06/18/26

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SCHEDULE A
THE PAYMENT TERMS

Unless otherwise stated in the applicable SOW, the following payment terms shall apply to the Services:

1. **Fee –** In consideration for the performance of the Services and delivery of the Deliverables, Client shall pay HRchitect the fixed fee or hourly rate stated on the applicable SOW (collectively, the "Fee"). A premium rate of one and one half (1 ½) times the applicable Hourly Rate will be charged for Client authorized and requested hours worked on weekends and a premium rate of two (2) times the applicable Hourly Rate will be charged for Client authorized and requested hours worked on Client federally recognized holidays.

2. **Expenses -** All travel will be administered by the HRchitect travel department, utilizing HRchitect's travel policy and Client shall pay HRchitect for all reasonable travel, living and out-of-pocket expenses ("Expenses") incurred by HRchitect in connection with the Services provided by HRchitect, which shall be billed to Client at cost. HRchitect will submit time records, expense reports, and status reports. Submission is bi-weekly for hours worked and to request reimbursement of Expenses. Any expenses not submitted within ninety (90) days of when they occur will not be reimbursed.

3. **Invoices –** Unless otherwise stated in the SOW, HRchitect will submit a written invoice detailing the Services and Deliverables and associated Fee and Expenses payable to HRchitect on a biweekly basis. Except for Pre-Paid services and commencements payments which are due upon execution of the contract, client shall pay all undisputed amounts to HRchitect within thirty (30) calendar days of receipt of such invoice. Payments due under an invoice and not received by HRchitect within thirty (30) calendar days of the invoice payment due date (the "Grace Period") will bear a service charge of one and one-half percent (1 1/2%) per month of the invoice total or the maximum charge permitted by law, whichever is less, and HRchitect may exercise its right to terminate under the Agreement. Late fees may be invoiced to Client either as a separate invoice or as part of a future invoice. Projects requiring pre-payment or commencement payments may not begin work until such payment is received.

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6 APPENDIX A - HRCHITECT OVERVIEW

HRchitect was founded in 1997 and has remained a privately managed-owned and operated corporation with steady growth and stable operations. Unlike others in the ecosystem, HRchitect does not leverage subcontractors or offshore resources to perform professional services, and all work is performed by full-time employees of HRchitect. These consultants come from UKG, other consulting firms, or from practitioner roles where they were System Administrators of UKG. HRchitect maintains a client-centric approach, has a reputation for flexibility in our engagements, responsiveness in our communication, active listening, and for providing white-glove service to our clients. This is all part of what we like to call the HRchitect difference.

HRchitect has been involved in many of the most successful HCM implementations for all the major vendors, with a particular expertise around UKG. With HCM projects completed for thousands of clients across the globe of all sizes and industries over the past three decades, our experience is vast. We work in a very collaborative manner so as to constantly share information and bring in specific resources as needed to ensure successful and on-time implementation while reducing project risk.

HRchitect is a UKG preferred partner and the only five-time winner of the UKG Services Partner of the Year award.

HRchitect has experience with the entire UKG product line, including all modules of UKG Pro, UKG Pro Workforce Management (formerly known as Dimensions), UKG Ready, and UKG TeleStaff. This experience includes pre-implementation planning, project management, implementation services, client-side subject matter expertise during implementation, change management, process analysis/redesign, training, reporting, data conversation, integration consulting, testing services, merger and acquisition assistance, and day-to-day post-live support services.

HRchitect is UKG's longest-tenured partner. HRchitect had established partnerships and professional services practices with both Ultimate Software and Kronos prior to their merger working with these platforms/firms since 2006. Over the past 28 years, HRchitect has worked with hundreds of UKG clients globally to effectively implement, optimize, and support the system, driving efficiency and ROI for our clients.

Raven Intelligence - HRchitect is a proud partner of Raven Intelligence, an independent 3rd party company that specializes in customer reviews in helping select the best Consulting partner for their HR software project and ensure success. **As the #1 ranked partner, HRchitect has received so many incredible reviews and comments from clients and currently has an astounding 4.9 out of 5 with over 425 reviews (more than any other partner) and a 9.88 out of 10 in average partner satisfaction compared to the industry average of 8.29.** Check out our page on Raven Intelligence for hundreds of reviews of the incredible work our UKG team does ➞ **HRchitect: (ravenintel.com)**

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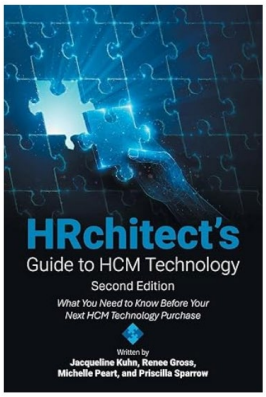
Recent Recognition

In addition to being recognized five times as UKG's Partner of the Year, HRchitect is proud to have received several prestigious awards and certifications. We believe this recognition is a testament to the quality of our consultants and the culture at HRchitect, which feeds into our team's enthusiasm and dedication to their day-to-day work, ultimately benefitting HRchitect's clients.

- Great Place to Work: USA
- Fortune's Best Small Workplaces
- Fortune's Best Workplaces in Consulting & Professional Services
- Fortune's Best Workplaces in Texas
- Fortune's Best Workplaces for Millennials
- Fortune's Best Workplaces for Women
- Great Place to Work: Canada
- Best and Brightest Companies to Work for: US
- Inc. 5,000 Fastest Growing Companies
- Dallas/Fort Worth's Best and Brightest Companies to Work for

HRchitect's Guide to HCM Technology

Human Capital Management (HCM) systems have evolved and aligned with the changing role of the HR professional from data administrator to strategic business partner. Now, another dynamic shift with advanced features and Artificial Intelligence (AI) enables HR professionals to focus on strategic growth and employee engagement. Organizations must embrace HCM technology solutions to improve and operate efficiently in a more complex world. This educational guide walks the reader through everything they will need to know before their next HCM technology purchase. Learn to define the best HR service delivery model and create an HCM technology strategy for the 'C' suite. Understand the complexity of evaluating your people, process, and operational efficiencies plus growth areas. Expand your knowledge of HCM technology, including the evaluation and selection process, system implementation methods, change management, and how to live with your new system post go-live. This easy-to-read guide will immediately provide the reader with practical information to use in their organization.



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While HRchitect is widely considered the consulting services leader in all things UKG, don't just take our word for it. Read about what a few of our clients have had to say and learn more about our UKG expertise:

"Things are going well leading up to our first payroll processing with UltiPro. We've really appreciated working with HRchitect for this engagement. Our consultant has been great! There are aspects of this engagement that I am uncertain we could have accomplished without him. Now I understand why others who have worked with HRchitect have spoken so highly of them." – **Blue Hills Bank**, Sr. Vice President, Human Resources

"We'd like to recognize the great work our HRchitect consultant is doing with our team. Our consultant is very resourceful, helpful, and professional. His open mind, calm demeanor and client service approach is extraordinary." – **Station Mont Tremblant**, Vice President, Human Resources

"Our HRchitect consultant has been a fantastic resource for us. I know for a fact we wouldn't be where we are today if it hadn't been for her being our backbone for the past six months. She knows how to provide top-notch service for her clients and it doesn't matter what time or day of the week. I am not sure where we would be today without her knowledge bank!" – **First American Payment Systems**, Vice President, Human Resources

"Our consultant was amazing. He worked so hard on our implementation project and filled in many gaps where our staff was lacking. I really appreciated working with HRchitect." – **The Patron Spirits Company**, HR Business Partner

"The Aerotech team would like to thank HRchitect for our consultant's hard work, time and endless patience throughout the implementation. We appreciated our consultant's expertise and professionalism throughout the process when things did not always go smoothly on our end." – **Alpine Aerotech**, Payroll/HR Administrator

"Special thanks to HRchitect for working with us and all our quirks outside of the ordinary system demands. Our consultant has been absolutely amazing during our entire project and I really don't know where we'd be right now if it wasn't for our consultant's amazing work!" – **Inland Regional Center**, IT Manager

"Our HRchitect consultants was at the training sessions and was so helpful, knowledgeable and personable. He worked with us as a team to assist at the training sessions and with individual employees. If we could, I would like to pass on to HRchitect that we valued him as our consultant because he was truly outstanding." – **Danfoss**, Sr. HR Manager

"I wanted to relay some feedback to you about how great our HRchitect consultants has been to work with throughout our implementation. He truly goes above and beyond for us (probably for everyone – I gather that's just in his nature) but I wanted you to know how much he is appreciated. He's also very bright and detail oriented. We are grateful he is assigned to our implementation." – **Wayne Fueling Systems**, Director of Human Resources

"I want to take the opportunity to extend my thanks to one of your team members, who went above and beyond on our implementation of Ultipro. The HRchitect consultant was always helpful, responsive and proactive. Her efforts have not only helped us to go live, but to better understand the software so we can do things for ourselves. I know that I am far more knowledgeable about the reporting aspects of Ultipro because of her assistance. She also nailed the specific reports that I needed by taking my objectives and incorporating them into the needed reports. I thank her for all of these accomplishments. We recognize that we would not be as knowledgeable or as proficient in Ultipro today without her participation. I would recommend her to any of your prospective clients on future engagements." – **Energy Distribution Partners**, Controller

*"I'm currently working with an HRchitect consultant on a project **(CareOregon)**. Her work ethic and style are amazing and speaks for itself. She goes above and beyond to provide top notch customer service to the customer and team. She always*

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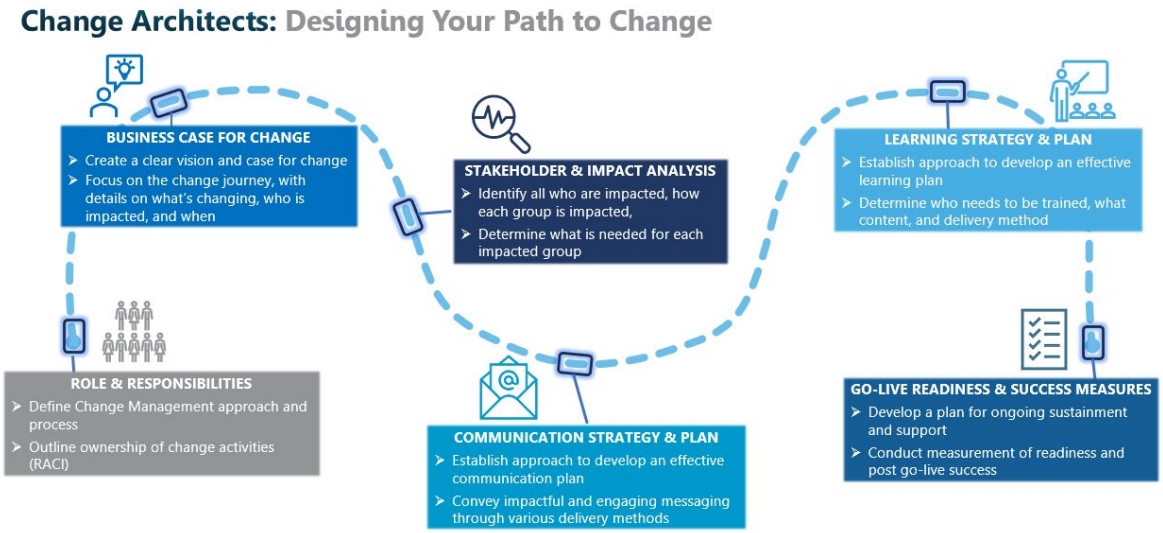
finds a way to get things done. I have worked with a lot of Consultants over the years and she will definitely stand out in my mind as one of the best." – **Ultimate Software**, Project Manager

7 Appendix B – Optional Services Priced Separately

7.1 Change Management Plan for the Implementation of UKG

The HRchitect Change Management methodology is a guided process that is divided into six (6) major interrelated areas.



Identification of the Change Team

The Change Management kick-off will focus on defining change team roles and responsibilities to establish the Change Team. The Change Team will consist of a Sponsor, Change Lead, Communications Lead, Training Lead, Core Change Team members, and Change Agents.

HRchitect will facilitate this session and provide guidance on the purpose of each role and recommendations for how and by whom the roles should be filled. During this phase, a RACI matrix will be developed, and specific people resources will be identified to fill the key Change Team roles.

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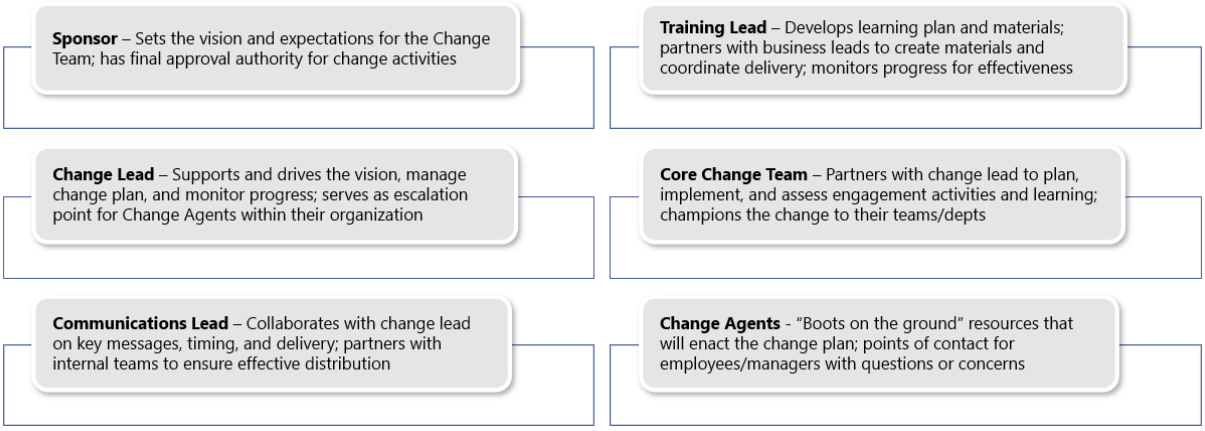
The chart below outlines the individuals who typically perform these roles and provides definitions of each role based on HRchitect's change management methodology.



Deliverables: RACI of Change Team

Stakeholder Identification & Analysis

In this phase, we assess the impact of the change and identify all stakeholders who will be affected. We evaluate the organization's readiness and level of acceptance, and we produce a comprehensive report outlining the change and its implications for the organization.

HRchitect will partner with the client team to develop a detailed Stakeholder Assessment. Using our proven templates, we will guide the client through identifying all internal and external stakeholders and evaluating how the change will affect each group.

Deliverables: Stakeholder & Impact Assessment

Communication Strategy

The Communication Plan is a foundational component of effective change management and is designed to build awareness, understanding, and commitment throughout the organization. Communication extends beyond sharing information; it is a key driver in shaping attitudes, behaviors, and adoption of new ways of working—critical elements for a successful transition.

HRchitect will utilize its established tools and templates to develop a stakeholder-specific communication strategy. This strategy will define the communication objectives, key messages, delivery channels, frequency, and responsible owners for each stakeholder group.

Upon approval of the strategy, HRchitect will create a detailed Communication Plan aligned to the overall system implementation timeline. This plan will outline all communication activities required to support end-user readiness, leadership alignment, and sustained adoption of the new solution.

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We apply a common set of guiding principles when creating communication plans:

Principle #1: A comprehensive and tailored communications program that targets specific audiences

Principle #2: Communicate quickly, honestly, and often

Principle #3: Manage people's expectations and deliver on all promises

Principle #4: Be clear, honest and up-front about the outcomes for the business, teams, and individuals

DELIVERABLES: COMMUNICATION STRATEGY AND PLAN

Training Strategy

The Training Strategy serves as the structured roadmap for equipping End Users with the knowledge and skills required to adopt new processes and effectively utilize the new system. This outlines the learning approach based on End User personas, preferred delivery methods, and the resources needed to design, develop, and deliver training.

As part of this engagement, HRchitect will provide a resource responsible for tracking and monitoring training enrollment and participation to ensure all stakeholders complete the appropriate learning activities and are prepared for go-live.

If custom training materials or modules are required, HRchitect will define the scope, timeline, and associated costs. Should HRchitect resources be utilized for custom training development, additional fees may apply.

DELIVERABLES: TRAINING STRATEGY AND PLAN

Measurement and Adoption Tracking

In this phase, HRchitect defines the approach for measuring both organizational readiness and post–go-live adoption. Readiness is assessed prior to go-live to identify gaps and confirm user preparedness, while post–go-live measurement focuses on evaluating adoption and identifying areas needing reinforcement.

HRchitect will partner with the Client to create a Go-Live Readiness Checklist to be executed 3–4 weeks before rollout, as well as a Post–Go-Live Measurement to be conducted 3–4 weeks after implementation. Insights from the post–go-live assessment will inform updates to the change management approach for the Phase 2 rollout.

DELIVERABLES: GO-LIVE READINESS CHECKLIST, POST GO-LIVE CHECKLIST, SUCCESS MEASUREMENT PLAN

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Roles and Responsibilities

The project team is comprised of a Change Sponsor, Primary Change Team and Extended Change Team. The Change Sponsor is a Client Leader who will actively promote and support the change, communicate the vision across the organization, build a coalition with leaders and facilitate town halls and related Q&A sessions**.**

Other team roles are defined below:

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PRIMARY CHANGE TEAM ROLES AND RESPONSIBILITIES

HRCHITECT CHANGE LEAD	CLIENT CHANGE LEAD	CLIENT CHANGE CORE TEAM
Develop Change Management Strategy and Plan	Partner with HRchitect consultant to determine change strategy, key engagement activities, and identify success measures. Mange Change Plan and track progress	Collaborate with and support Change Lead to plan and implement change management activities
Facilitate Change Management weekly sessions, check-ins, and any ad hoc meetings	Identify key participants and coordinate logistics for meetings and working sessions. Participate/co-facilitate working sessions and meetings	Identify participants, and participate in meetings, workshops, and working sessions
Collaborate with client Change Lead and Change Core Team on key change activities and ensure deliverables are met	Collaborate with client Change Core Team and HRchitect Change Lead to ensure deliverables are met	Identify and document Stakeholder and Impact Analysis information
Collaborate with client Communications Lead to develop Communication Plan and provide guidance and support as needed	Collaborate with client Communications Lead, and HRchitect Change Lead to ensure deliverables are met	Active and positive support of the change and encourage stakeholder support and engagement
Partner with client Training Lead on Learning Plan development	Collaborate with client Training Lead and HRchitect Change Lead to ensure deliverables are met	Participate in implementation discovery to understand the change impacts for each stakeholder group
Provide recommendations to mitigate risks, manage resistance, and business readiness activities	Encourage and support active and visible Sponsor/Leaders engagement	Support development of communication and engagement activities
Collaborate with and guide client Change Lead on engagement of stakeholders	Provide recommendations and approach to engage stakeholders	Callout potential risks to people and processes
Collaborate with and guide Client Change Lead on identification and onboarding of Change Agent Network	Collaborate with HRchitect consultant to identify, onboard and facilitate Change Agent Network	Support training delivery
Provide guidance on go-live and sustainment activities	Determine and coordinate go-live support and sustainment activities	Collect and analyze feedback to assess business readiness
Partner with Client Change Lead on checklists and project close activities	Partner with HRchitect consultant on checklists and project close activities	Support Change Agent engagement, go-live, and sustainment activities

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EXTENDED CHANGE TEAM ROLES AND RESPONSIBILITIES

CLIENT COMMUNICATION LEAD	CLIENT TRAINING LEAD	CLIENT CHANGE AGENTS
Collaborate with HRchitect Change Lead to develop the Communication Plan	Collaborate with HRchitect Change Lead to develop the Training Plan and conduct Learning Needs Analysis	Active and positive support of the change
Participate in meetings and working sessions	Participate in change management meetings and working sessions related to training	Participate in meetings, workshops, and working sessions
Execute and manage Communication Plan and monitor progress	Execute and manage Learning Plan and monitor progress	Collect employee feedback
Develop communications	Support Training delivery	Cascade key messages and project updates to teams
Partner with internal communications department/team for distribution	Support go-live activities	Callout resistance and potential risks to people and processes
		Support training delivery
		Support go-live and sustainment activities

TOOLKIT ELEMENTS	SILVER PACKAGE	GOLD PACKAGE	PLATINUM PACKAGE
Change Plan	✔	✔	✔
Communication Plan	✔	✔	✔
Business Readiness	✔	✔	✔
Go-live Checklist	✔	✔	✔
Reinforcement / Sustainment	✔	✔	✔
Success Measures	✔	✔	✔
Org Readiness Assessment		Add-on available	✔
Change Agent Network		Add-on available	✔
Coaching & Support for Sponsor & Leaders		Add-on available	✔

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7.2 Client Side Advisory

HRchitect shall provide Client with professional services ("Activities") as defined below to facilitate the implementation and deployment of the UKG Ready platforms for duration of the project.

As part of the Client's Project Team, HRchitect will provide project management, project strategic advisory and business process consulting services to Client throughout the lifecycle of the UKG implementation. As the leaders in all things UKG, client-side assistance from HRchitect is the best assurance that your UKG implementation will go smoothly and successfully.

Studies show that System Implementation engagements are 85% more successful when clients utilize HRchitect's client-side consulting services

- Client-side Project Management - An HRchitect **Project Manager** will be embedded within your project team and assist you with the following tasks:
    - Managing Project plan and Project console
    - Project team organization planning, Managing resources from Client and UKG side
    - Assistance with resolution of issues

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- Identification of project risk and mitigating risk
- Ensuring client/UKG tasks and deliverables are met with time and Quality results
- Assisting Client with understanding UKG tools and best practices for sticking to the timeline and deliverables
- Ensuring communication across teams
- Setting up Client with access to UKG training tools and ensuring Client has access needed to all training modules.
- Managing integration and data conversion tasks
- Project Manager will be available prior to the kickoff of the implementation and will support you through Go-live. If additional support is needed the contract can be extended.

- Client-side Subject Matter Expertise - HRchitect Client Side assistance will perform the following tasks:
    - Act as a strategic advisor, providing guidance on best practices for system design and process improvement
    - Assist with the review of functional requirements in preparation of UKG led requirement sessions. Participate in Analysis and Discovery sessions and provide recommendations.
    - Lead team status calls and participate in other weekly defined project calls
    - Assist Client with preparation of Data conversion files as well as Integration spec creation
    - Interface with the vendor (UKG) to provide certainty of the project implementation and eliminate risk
    - Assist with development of training plan, collateral, and delivery
        - HRchitect will provide Client with standard test cases and can assist with creation of test cases
    - Assist with support of Parallel testing, Integration testing, UAT of all modules
    - Parallel and Live Payroll support
    - Provide guidance in development and execution of an implementation Roadmap
    - Provide other consulting services as identified by the Client to ensure a successful deployment of the UKG platform

Assumptions:

- Services are assumed for the duration of the project and assume an average of 10-20 hours per week

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7.3 TRAINING

HRchitect offers three tiers of training services to meet your organization's needs:

Tier 1:

System Administrator Training

Provide in-depth training for system administrators responsible for managing the UKG platform covering in depth configuration, set up user management, security, and system maintenance.

- Two 5-hour sessions with the Administrators (up to max of 10 attendees)
    - This can be split up into groups based on modules purchased, such as one session for HR/Payroll/Benefits, and one for WFM
- Two 1-page quick user guides for selected functionality, such as Running Integrations, Time off Requests, Timesheet, and Committing Payroll.
- We will customize the agenda for the highest priority functions the client would like to include in these sessions.

Tier 2:

System Administrator Training and Train the Trainer

Provide in-depth training for system administrators responsible for managing the UKG platform covering in depth configuration, setup user management, security, and system maintenance.

- Two 5-hour sessions with the Administrators (up to max of 10 attendees).
- Five 1-page quick user guides for selected functionality, such as Running Integrations, Time off Requests, Timesheet, and Committing Payroll.
- Train the Trainer session courses can be recorded to utilize for future use.
- We will customize the agenda for the highest priority functions the client would like to include in these sessions.
- This can be split up based on modules purchased, such as for Manager functions half the session can cover HR/Payroll/Benefits and half the session can cover Workforce Management.
- One 3-hour session (up to 20 attendees). Train the trainer for Administrators or Trainers - Employee functions: Employee Functions teaches navigation and employee responsibilities such as reporting time and absence, requesting time off, and viewing reports. Training is focused on how to use the system as well as the applicable business processes and procedures.
- One 4-hour Manager Functions (up to 20 attendees). Train the trainer for Administrators or Trainers - Manager Functions introduces manager views of employee timesheets and balances. Typical manager responsibilities include correcting and approving time, HR data, functions, reporting, scheduling employees, and managing time-off requests.

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Tier 3:

End user Training

Comprehensive training for employees and Managers who will be utilizing UKG for tasks such as Time and attendance management, scheduling, Payroll, HR Processes, and Reporting.

- Five 1-page quick user guides for selected functionality, such as Running Integrations, Time off Requests, Timesheet, and Committing Payroll.
- This can be split up based on modules purchased, such as for Manager functions half the session can cover HR/Payroll/Benefits and half the session can cover Workforce Management.
- This end user training can be performed remotely or onsite (travel expenses extra).
- Employee functions for End Users: Two courses, up to four hours each. No max on attendees. Employee Functions teaches navigation and employee responsibilities such as reporting time and absence, requesting time off, and viewing reports. Training is focused on how to use the system as well as the applicable business processes and procedures.
- Manager Functions: Two courses, up to four hours each. Manager Functions introduces manager views of employee timesheets and balances. Typical manager responsibilities include correcting and approving time, HR data, functions, reporting, scheduling employees, and managing time-off requests.
- System Administrator Training: Two courses, up to five hours each. For Administrators of the system - Provide in-depth training for system administrators responsible for managing the UKG platform covering in depth configuration, setup user management, security, and system maintenance.

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7.4 UKG Ready System Assessment

HRchitect will conduct virtual consulting services to facilitate improved utilization of the UKG Ready platform. This includes the following:

- Review of client documentation and system in advance of assessment virtual workshop sessions.
- Conduct up to fifteen (15) hours for analysis and assessment document review and process optimization opportunities specific to the UKG Ready modules currently deployed
- Develop usage assessment and optimization opportunities report, including the estimated level of effort for defined deliverables specific to UKG Ready
- Review assessment report and define prioritization roadmap for UKG Ready

Note: based on the prioritization of the assessment report, a detailed statement of work with associated cost estimates will be provided for the optimization services for the UKG Ready platform.

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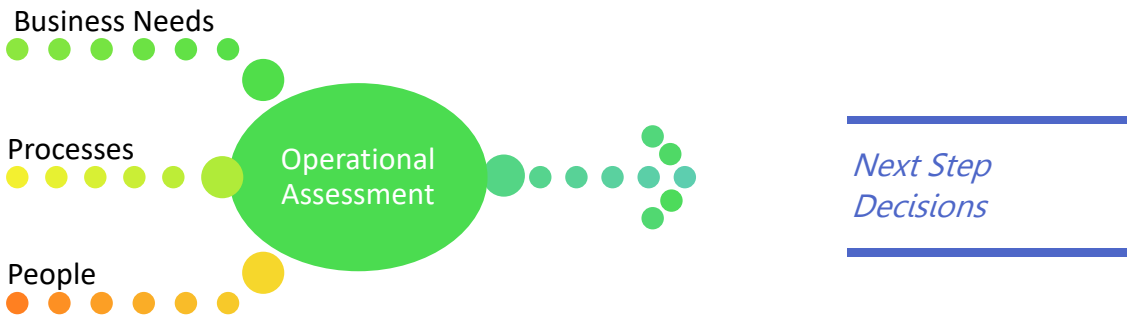
7.5 People, Process, Operations Assessment

Our People, Process, Operations Assessment (PPOA) was developed specifically for organizations who are performing HR Digital Transformation projects. Our methodology consists of assessing 3 focus areas: Business Needs and Requirements, the Process Requirements, and the People effort. The resulting operational assessment will contain two or more options around the HR Service Delivery model that will be most successful.



Deliverables

Project Status Dashboard Report

HRchitect will conduct weekly status meetings and create a weekly project status dashboard to keep the project on track.

The dashboard report will include the agreed upon timeline, decisions / action items that need to be made, and any notes from the weekly status meetings.

Deliverable: Project Status Dashboard

Project Definition

The initial step of the project will be to conduct a project definition session. During this session, the project scope, objectives, and a project timeline are defined.

- Project Objective
- Project Scope
- Success Criteria
- Milestone Timeline

Deliverable: Project Charter

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Defining Business Needs and Requirements

Using our online requirements gathering questionnaire, HRchitect will lead the team through a series of Discovery meetings. These questionnaires are designed to gather service delivery model requirements in an easy formalized manner. The requirements that are gathered will be "future focused".

These will be launched in a staggered cadence so that the team is not overwhelmed with survey taking and the related discussions are performed in the soonest time possible to survey completion, so the information is top of mind.

DELIVERABLE: SURVEYS, SURVEY RESULTS

Process Standardization Assessment

Once the surveys have been finalized and analyzed, HRchitect will conduct a series of meetings to review these findings and guide and coach the team so that standard practice is adopted wherever possible. HRchitect will use standard RACI process charts to help facilitate these discussions. The team will be challenged to adopt the standards unless there is a true business need to do otherwise.

By using the RACI methodology, HRchitect will be able to assess the organization structure and resource allocations used to complete these processes.

DELIVERABLE: PROCESS RACI CHARTS

Efficiency and Effectiveness of People

After the discovery meetings HRchitect will compile an HR Service Delivery model document. This will include the people, processes and applications that are in place along with recommendations for any changes with the goal of a more efficient and effective team.

DELIVERABLE: HR SERVICE DELIVERY MODEL

WORK CADENCE

The entire project is anticipated to take about 8 weeks in duration with the activities being performed as follows:

WEEK	ACTIVITY
ONE	Introduce the Project Charter, Plan for the surveys and meetings
TWO	Finalize Project Charter, Calendar all meetings
THREE	Launch first set of surveys
FOUR	Meetings from first set of surveys, launch second set of surveys
FIVE	Meetings on second set of surveys, launch third set of surveys
SIX	Meetings on third set of surveys
SEVEN	HRchitect Prepares RACI, and HR Service Delivery Deliverables
EIGHT	HRchitect Presents RACI, and HR Service Delivery Deliverables

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8 APPENDIX C – W-9

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HRchitect, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) NA

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) NA

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

8811 Teel Parkway, Suite 100-5309

Requester's name and address (optional)

6 City, state, and ZIP code

Frisco, TX 75035

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	4	–	3	4	9	1	1	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Matthew Lafata **Date** January 9, 2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

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SOW 01 - City of Turlock - UKG Ready TeleStaff Implementation Services

Final Audit Report 2026-06-18

Created:	2026-06-18
By:	Amber Heinz (aheinz@hrchitect.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_pBKI5e3vWLUSPJeQywI6WmxXz0RGpk-

"SOW 01 - City of Turlock - UKG Ready TeleStaff Implementation Services" History

Document created by Amber Heinz (aheinz@hrchitect.com)
2026-06-18 - 1:55:40 PM GMT

Document emailed to Jennifer Sorenson (jsorenson@hrchitect.com) for signature
2026-06-18 - 1:55:48 PM GMT

Email viewed by Jennifer Sorenson (jsorenson@hrchitect.com)
2026-06-18 - 1:57:38 PM GMT

Document e-signed by Jennifer Sorenson (jsorenson@hrchitect.com)
Signature Date: 2026-06-18 - 1:58:35 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-18 - 1:58:35 PM GMT

City Council Staff Report

June 23, 2026

From:	Jessie Dhami, Human Relations Director
Prepared by:	Jessie Dhami, Human Relations Director
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving and updating the memorandum of understanding ("MOU") between the City of Turlock ("City") and the Turlock Associated Police Officers ("TAPO") covering the period of July 1, 2024, through June 30, 2027, incorporating the tentative agreement dated July 17, 2024, and existing side letter agreements, and approving agreed upon terms and conditions following reopener negotiations.

2. NARRATIVE:

The City and TAPO recently entered into agreed upon terms and conditions concluding reopener negotiations that were non-economic and cost-neutral in nature. In addition, the City and TAPO previously entered into a tentative agreement for a successor MOU covering the period of July 1, 2024, through June 30, 2027, and three side letter agreements in 2022 and 2023. The resolution seeks to approve the agreement of terms and conditions following reopener negotiations, and update the MOU with those terms and conditions, and incorporated the above-referenced and previously ratified tentative agreement and side letter agreements.

Previously the City and TAPO entered into a tentative agreement covering the period of July 1, 2024, through June 30, 2027. That tentative agreement was ratified by the City and TAPO. The tentative agreement provided for reopener negotiations after July 1, 2025, for certain listed issues understanding that the proposals shall be non-economic and cost neutral. Recently, the City and TAPO concluded the reopener negotiation agreeing on various terms and conditions.

Key Highlights of the Proposed MOU are summarized below:

Reopener negotiations: the inclusion of code enforcement supervisor, assistant public safety communications supervisor and the investigation unit analyst to section 3:00 "Recognition" of the MOU; including the code enforcement supervisor and investigations unit analyst to section 17:01 "Uniforms" of the MOU, a change to the school year and summer session/summer break schedules for school resource officers at section 21:04 of the MOU, the inclusion of the street crimes unit work schedule at section 21:06b of the MOU, a change to the language regarding mandated overtime for patrol at section 21:12 of the MOU, the inclusion of the street crimes unit officer, sergeant, stancatt detective, gang enforcement detective, and S.I.U. detective to section 23:01 "Assignment Duration" of the MOU, clarification for holiday accruals for the "Juneteenth" holiday for 2025 and 2026, as well as changes to the "Call Back" provisions in section 21:14, which are considered cost-neutral. In the event the changes to the "Call Back" provisions are not cost-neutral, reopener

language has been included should City management determine that the new language is creating an undue cost burden.

The agreed terms and conditions concluding the reopener negotiations are subject to approval by the City Council before the terms go into effect. The City is informed that TAPO has ratified the agreement.

The City's negotiators have received guidance and tentative approval from the City Council throughout the reopener negotiation process with TAPO.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The City and TAPO recently entered into agreed upon terms and conditions concluding reopener negotiations that were non-economic and cost-neutral in nature. In the event the changes to the "Call Back" provisions are not cost-neutral, reopener language has been included should City management determine that the new language is creating an undue cost burden.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

The City Council may choose to direct staff to return to the bargaining table for reopener negotiations to negotiate different terms and conditions. However, staff does not recommend alternatives since the negotiated terms and agreement meets the parameters set forth by the Council.

6. ATTACHMENTS:

1. Draft Resolution
2. T.A.P.O. MOU

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

ADOPTING A RESOLUTION APPROVING UPDATING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TURLOCK AND THE TURLOCK ASSOCIATED POLICE OFFICERS COVERING THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027, INCORPORATING THE TENTATIVE AGREEMENT DATED JULY 17, 2024, AND EXISTING SIDE LETTER AGREEMENTS, AND APPROVING AGREED UPON TERMS AND CONDITIONS FOLLOWING REOPENER NEGOTIATIONS	**RESOLUTION NO. 2026-**

WHEREAS, the City of Turlock ("City") and the Turlock Associated Police Officers ("TAPO") entered into a Tentative Agreement for a successor Memorandum of Understanding ("MOU") concluding labor negotiations for the 2024-2025 fiscal year; and

WHEREAS, the Tentative Agreement covers a term of three (3) years, beginning on July 1, 2024, through June 30, 2027; and

WHEREAS, the City and TAPO entered into a side letter agreement in 2022 regarding school resource officer work hours, a side letter agreement in 2023 regarding Police Officer I and Police Officer II educational requirements and amending their respective job descriptions, and side letter agreement in 2023 regarding continuous service pay; and

WHEREAS, the above-referenced side letter agreements and tentative agreements have previously been ratified and in effect and publicly available; and

WHEREAS, the above-reference tentative agreement provided for a reopener where the City and TAPO may make various proposals that are non-economical and cost neutral; and,

WHEREAS, the City and TAPO have engaged in reopener negotiations on various proposals that are non-economical and cost neutral in nature and recently concluded said negotiations; and

WHEREAS, the City and TAPO concluded reopener negotiations agreeing to the following; the inclusion of code enforcement supervisor, assistant public safety communications supervisor and the investigation unit analyst to the section 3:00 "Recognition" of the MOU; including the code enforcement supervisor and investigations unit analyst to section 17:01 "Uniforms" of the MOU, a change to the school year and summer session/summer break schedules for school resource officers at section 21:04 of the MOU, the inclusion of the street crimes unit work schedule at section 21:06b of

the MOU, a change to the language regarding mandated overtime for patrol at section 21:12 of the MOU, the inclusion of the street crimes unit officer and sergeant and stancatt detective as well as gang enforcement detective, and S.I.U. detective to section 23:01
"Assignment Duration" of the MOU, clarification for holiday accruals for the "Juneteenth" holiday for 2025 and 2026, as well as changes to the "Call Back" provisions in section 21:14, which are considered cost-neutral. In the event the changes to the "Call Back" provisions are not cost-neutral, reopener language has been included should City management determine that the new language is creating an undue cost burden; and

WHEREAS, while the above-referenced side letters and tentative agreement have already been ratified, the terms and conditions of employment following reopener negotiations that were reached with the Turlock Associated Police Officers are subject to implementation upon ratification by the City of Turlock City Council and the Turlock Associated Police Officers.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the agreed upon terms and conditions of the reopener negotiations, and update the Memorandum of Understanding ("MOU") between the City of Turlock and Turlock Associated Police Officers.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus, State of California

MEMORANDUM

OF

UNDERSTANDING

BETWEEN

THE CITY OF TURLOCK

AND

TURLOCK ASSOCIATED POLICE OFFICERS

July 1, ~~2021~~2024 to June 30, ~~2024~~ 2027

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MEMORANDUM OF UNDERSTANDING
WITH TURLOCK ASSOCIATED POLICE OFFICERS

The City of Turlock and the Turlock Associated Police Officers, through their authorized representatives, mutually acknowledge they have fulfilled their obligations to meet and confer under applicable law, and pursuant to this process, have reached an understanding and agreement which the representatives of the union and the representatives of the City recommend to the City Council of the City of Turlock for acceptance and approval. The terms of the agreement and understanding are as follows:

1:00 TERM OF AGREEMENT

This Memorandum of Understanding shall be effective from **July 1, ~~2020~~ 2024 to June 30, 202~~1~~1~~1~~. Absent mutual agreement and except where otherwise indicated, including but not limited to Section 6:00, the parties hereto shall have no obligation to meet and confer on any subject concerning the employees and work conditions of employees prior to January 01, 202~~1~~1~~1~~.

2:00 MANAGEMENT RIGHTS

2:01 General Terms

Nothing herein shall be construed to restrict any legal or inherent exclusive City right with respect to matters of general legislative or managerial policy, which include, among others: the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment; direct its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

This agreement does not preclude the City from properly exercising its right to effectively manage the City, make decisions, determine the number of employees needed to perform a service, determine the mission or goal of a department or exercise any management right presently accorded to the City by law.

The City will abide by the Meyers-Milias-Brown Act where and when it applies to members of the Association.

2:02 Medical Examinations

The City Manager may require an employee to submit to a medical examination by a physician or physicians designated by the City Manager to evaluate the capacity of the employee to perform the work of his/her position. Medical examination shall mean examination by physicians, psychiatrists, psychologists and other appropriate practitioners to determine the employee's physical, mental, or emotional condition as any such condition relates to employment by the City.

The City will pay all fees for such examination by City-appointed doctors and the information from such examinations will be made available to the employee's physician upon written request from that physician. This paragraph does not infringe upon the employee's rights under the grievance procedure.

3:00 RECOGNITION

The Turlock Associated Police Officers shall be the exclusive representative for all sworn and non-sworn employees in the City of Turlock Police Department for the following classifications:

A. Animal ~~Services~~ Control Officer
B. Animal Control~~Services~~ Officer, Sr.
C. Animal Control~~Services~~ Supervisor
D. Community Service Officer I/II
E. Crime Prevention Specialist
F. Police Detective
G. Emergency Services Dispatcher I/II/Lead~~Sr.~~ and Trainee
H. Evidence and Property Specialist I/II
I. Police Sergeant
J. Police Officer I/II
K. Public Safety Communications Supervisor
L. Public Safety Communications Assistant Supervisor
M. Code Enforcement Supervisor
N. Investigations Unit Analyst

4:00 EMPLOYEE RIGHTS

The City will comply with California Government Code section 3300-3313 (Public Safety

Officers Procedural Bill of Rights Act) for all employees represented in this MOU.

5:00 UNION MEMBERSHIP/DUES

1. The City shall provide TAPO with a roster of all employees in the bargaining unit containing the name, job title, department, work location, membership status, work, home, and cell phone numbers, home address, and personal e-mail address on file within the City's Human Resources database system at least every 120 days, or upon request from a TAPO representative. Further, the City shall provide such information related to new hires within 30 days of the date of hire.

2. The City shall provide TAPO with not less than 10 days' notice in advance of a new hire orientation meeting, except that a shorter notice may be provided in specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.

3. The City shall provide release time not to exceed 30 minutes, including travel time, for one TAPO member to participate in a new employee orientation meeting.

4. TAPO shall submit a certification/list to the City that it has and will maintain individual employee authorizations for payroll deductions, signed by the individual, from whose salary or wages the deduction is to be made. The City shall rely upon written notification from TAPO for any and all employee requests to cancel or change payroll deductions for agency fees and membership dues. TAPO is responsible to obtain and maintain voluntary written authorization for agency fee and membership dues deductions. Dues deductions shall automatically renew unless written notice is provided by TAPO. The City shall honor any changes to dues amounts provided by the Association. The Association is not required to provide a copy of individual employee authorizations to the City unless a dispute arises about the existence or terms of the authorization.

5. Dues deduction changes or cancellations received by the City prior to the 15th of the month will be processed no later than the first pay period of the second month. Example: If TAPO notifies the City of changes on January 15th, then the changes will be effective no later than the first full pay period in March. The

parties recognize that there is a lapse in time due to pay period processing constraints. The City will attempt to process changes earlier if possible.

6. The City shall direct employee inquiries to cancel or change agency fees or dues deductions to TAPO, and shall not make any comments or recommendations regarding the inquiry.

7. TAPO shall indemnify, defend, and hold the City harmless against any claims made and/or any suit against the City which may arise as a result of deductions made in reliance on information provided to the City by TAPO.

6:00 WORK RULES

Wages, hours, terms and conditions of employment as defined by the Meyers-Milias-Brown Act

6:01 Establishing

The employer agrees to negotiate changes in existing work rules or the establishment of new work rules with the Association but only as required by the Meyers-Milias-Brown Act (MMBA).

6:02 Revising

Proposed or modifications of existing work rules shall not become effective until the employer and the Association have negotiated them in accordance with the MMBA unless such changes may be implemented as defined by the MMBA without Association agreement. The work rule will become effective as to each employee after receipt and acknowledgement.

6:03 Enforcing

Employees shall comply with all existing reasonable rules that are not in conflict with the terms of this agreement provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaint by TAPO as to the reasonableness of any new or existing rule, or any complaint by TAPO involving discrimination in the application of new or existing rules, shall be resolved through the grievance procedure.

7:00 BULLETIN BOARDS

The employer shall provide the Association with space on bulletin boards in areas where the Association has employees it represents for the purposes of posting Association notices. The representative may post such notices, although not limited to the following notices, they may include:

A. Recreational and social events of the Association

B. Association meetings or meeting minutes

C. Association elections, appointments

D. Results of Association elections

Or the Association may buy its own bulletin board to place in a space mutually agreed upon by both parties.

The Association may disseminate items A through D using the City's e-mail system. Any other items the Association wishes to disseminate using the City's e-mail system must be approved by the Chief of Police.

8:00 OUTSIDE EMPLOYMENT

A. Every employee shall devote his or her time, attention and effort to the service and welfare of the City while on duty. Employees shall not engage in any off-duty business, occupation or calling for compensation without first obtaining the approval of the Department Head.

B. Off-duty employment will be approved provided:

1. There is an absence of interference with the full and efficient performance of scheduled duty and other duties as required by normal practices of the agency.

2. There is an absence of a demonstrable conflict of interest between outside employment and City employment.

3. Outside employment will not create any liability against the City of Turlock.

9:00 PROBATIONARY PERIOD

9:01 New Employees

New employees shall serve an eighteen (18) month probationary period but will be eligible for a step increase after completing twelve (12) months of employment, contingent upon an overall performance rating of “meet standards” or above.

Lateral Emergency Services Dispatchers who have completed a probation period with a current employer and obtained a POST Dispatchers Certificate or Lateral Peace Officers who currently work in a California Law Enforcement Agency or have worked in a California Law Enforcement Agency within three (3) years of appointment to Turlock Police Department and possess a P.O.S.T. Basic Certificate, and shall serve a twelve (12) month probationary period.

9:02 Probation Upon Promotion

Employees promoted shall be required to serve a new twelve (12) month probationary period. An employee released during the probationary period from a position to which he/she has been promoted shall be reinstated to the position from which he/she was promoted.

10:00 SALARIES

The current salaries shall be paid in accordance with Attachment “A” attached, and which include the following base salary increases:

July 1, ~~2021~~2024

-Sworn/Dispatchers: ~~8%~~**7%**

-Non-Sworn: ~~5%~~ **3.5%**

July 1, 2025~~2022~~

-Sworn/Dispatchers: ~~7%~~**6%**

-Non-Sworn: ~~5%~~**3%**

July 1, 2026~~2023~~

-Sworn/Dispatchers: ~~7%~~**6%**

-Non-Sworn: ~~4%~~**3%**

10:01 Out-of-Classification Pay

Employees who are assigned to work out of their classification for more than two (2) hours will receive a premium payment of five percent (5%) of their base salary for that shift.

This out-of-classification pay shall not apply to duties that are reasonably contemplated within an employee's existing job description, or to overtime opportunities that an employee voluntarily signs up for.

10:02 Training Pay

Employees assigned to training duties shall receive premium pay of five percent (5%) of base salary during the time that such duties are assigned. Training duties relate to training conducted during a formal training program, in specific skill sets required of a job classification, as opposed to training related to ongoing proficiency in perishable skills.

10:03 K-9 Pay

K-9 officers will be paid thirty (30) minutes per day, seven (7) days per week, at one and one-half (1½) times the regular rate of pay whether on or off duty, for the time caring for an assigned police K-9 including, but not limited to, handling, training, walking, boarding, feeding, grooming, veterinary examinations, or otherwise caring for the dog.

The parties agree that thirty (30) minutes per day, seven (7) days per week, is based on the actual time worked and the actual time reasonably required to work for the care and maintenance of the K-9. The parties have considered all the facts and circumstances surrounding the K-9 officer's care of his/her police K-9 in arriving at the K-9 pay set forth herein.

Prior to appointment as a K-9 officer, the employee will be required to acknowledge and agree to this provision.

10:04 Detectives

All Special Operations Division Sworn Employees will have the option of receiving a $100.00 per month stipend, paid in increments of $50 twice per month, 24 times per year, in lieu of using their assigned vehicle for transit to and from home. Special Operations Division Sworn Employees wishing to continue to have a "take home vehicle" will be required to conform to the existing vehicle policy for public safety.

Any Special Operations Division Sworn Employees assigned a "take home vehicle" prior

to August 1, 2014 may continue the use of the “take home vehicle” subject to conformance to the existing vehicle policy for public safety, regardless of the distance of their home from the Turlock Public Safety Facility. Any Special Operations Division Sworn Employees assigned a “take home vehicle” on or after August 1, 2014 may only use a “take home vehicle” if their home is within a 30-mile radius from the Turlock Public Safety Facility.

Any Special Operations Division Sworn Employee who lives outside the 30-mile radius is prohibited from being assigned a “take home vehicle” but will have the option to receive the $100 per month in lieu stipend paid in increments of $50 twice per month, 24 times per year.

All Special Operations Division Sworn Employees are issued cell phones in order to respond immediately while on duty, including break time. Special Operations Division Sworn Employees who are off duty, but not on call, shall at least respond by telephone if called.

10:05 P.O.S.T. Certificate Pay

Intermediate Certificate Pay

Sworn Peace Officer

Sworn Peace Officers including laterals who possess an Intermediate P.O.S.T. Certificate shall receive Intermediate Certificate Pay of five percent (5%) of the employee’s base salary.

Dispatcher

Dispatchers including laterals who possess a Dispatcher Intermediate P.O.S.T. Certificate will receive Dispatcher Intermediate Certificate Pay of two and one-half percent (2.5%) of the employee’s base salary.

Advanced Certificate Pay

Sworn Peace Officer

Sworn Peace Officers including laterals who possess an Advanced P.O.S.T. Certificate shall receive an additional Advanced Certificate Pay of five percent (5%) of the employee’s base salary.

Dispatcher

Dispatchers including laterals who possess a Dispatcher Advanced P.O.S.T. Certificate will receive an additional Dispatcher Advanced Certificate Pay of two and one-half (2.5%) of the employee's base salary.

Total Certificate Pay – Sworn Peace Officer

Total sworn certificate pay will be five percent (5%) of the employee's base salary for intermediate certificate holders and five percent (5%) of the employee's base salary for advanced certificate holders. Personnel holding both certificates will receive a total of ten percent (10%) of the employee's base salary as set forth herein.

Total Certificate Pay – Dispatcher.

Total dispatcher certificate pay will be two and one-half (2.5%) of the employee's base salary for dispatcher intermediate certificate holders and two and one-half (2.5%) of the employee's base salary for advanced certificate holders. Dispatchers holding both certificates will receive a total of five percent (5%) of the employee's base salary.

This pay recognizes the completion of a specialized educational and training program established by P.O.S.T. This certificate pay will become effective on the first payroll after the employee submitted the appropriate application(s) for certificate pay and the Chief signs the paperwork. In the event that P.O.S.T. fails to issue the certificate, the employee shall reimburse the City for all payments received.

10:06 Educational Incentive Pay

Personnel who have achieved the below-listed educational achievements shall receive the following incentive pay on a monthly basis:

Associate's Degree or Equivalent	Two and one-half percent (2.5%) of base salary
Bachelor's Degree	An additional two and one-half percent (2.5%) of base salary beyond the Associate's Degree incentive pay
Master's Degree	An additional two and one-half percent (2.5%) of base salary beyond the Bachelor's Degree incentive pay

*Equivalent is defined for personnel who are attending, or attended, a four-year college which does not offer an Associate's Degree but can provide transcripts to demonstrate completion of an equal amount of units as required for an Associate's Degree.

10:07 Bilingual Pay

Employees who are verbally proficient in Portuguese, Spanish and other languages

which are determined to be of need, shall receive a monthly premium pay of five percent (5%) of base salary for performing translation services. Incentive pay will become effective on the payroll closest to the date submitted by the employee for payment.

The parties agree that the designation of such positions shall not be subject to the grievance procedure. Members of the bargaining unit who possess bilingual skills agree to continue rendering needed interpretation services whether or not they receive bilingual pay. Employees receiving bilingual pay must be certified as being verbally competent in the second language except for those individuals who, by previous agreement, have been identified as competent by the department.

The Chief of Police will determine organizational needs as to bilingual employees fluent in languages other than Portuguese and Spanish. The Human Resource Division shall convene a proficiency exam certifying an employee's proficiency, consistent with City policy.

10:08 SWAT Pay

Employees who are appointed to SWAT will receive a monthly premium pay of two and one-half percent (2.5%) of base salary for performing those services. SWAT appointment requires employees to meet the proficiency standards as determined by the Chief of Police.

10:09 Base Salary and Regular Rate of Pay

"Base Salary" is the hourly rate or monthly salary rate identified on the Salary Schedule which includes salary ranges for each job classification, as defined by the City of Turlock's adopted Compensation Plan. Base Salary does not include any other forms of compensation.

~~**(THE HOURLY NUMBERS BELOW NEED TO BE INSERTED)**~~

Example of Base Salary as of July 1, 2024~~5~~: Police Officer I Range 23.7

Step 1	Step 2	Step 3	Step 4	Step 5
Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly	Salary/Hrly
$6187~~558~~/$35.6942~~7.8346~~	$6497~~886~~/$37.4827~~9.7269~~	$6822~~7231~~/$39.3577~~41.7173~~		
$7163~~593~~/$41.3250~~3.8058~~	$7520~~972~~/$43.3846~~5.9923~~			

All employee cash outs will be paid at "Base Salary" except for cash out of CTO which will be paid at the "Regular Rate of Pay" as these payouts are for actual hours worked.

"Regular Rate of Pay" is defined as base salary, plus all incentive, certificate, and assignment pays earned during said pay period. Uniform allowances are exempt from inclusion in the regular rate of pay calculation.

10.10 Special Assignment Pay

Employees assigned to Special Assignments (as defined in the first paragraph of Article 23:00) shall receive premium pay of two and one-half percent (2.5%) of base salary. In the event a new Special Assignment is created, the position(s) shall similarly receive premium pay of two and one-half percent (2.5%) of base salary.

10.11 Continuous Service Pay

Employees who have worked for the City of Turlock Police Department continuously from their date of hire shall receive the following continuous service pay:

Beginning with the fifth (5th) year and every year thereafter, 2.5% of base salary.

Beginning with the tenth (10^{th}) year and every year thereafter, 1.5% of base salary.

Beginning with the fifteenth (15^{th}) year and every year thereafter, an additional 1.5% of base salary.

Beginning with the twentieth (20^{th}) year and every year thereafter, an additional 1.5% of base salary.

The five-year increments are cumulative. In the event an employee separates from employment and then returns to employment with the Police Department, their new date of hire upon reemployment shall begin their time as it applies to Continuous Service Pay.

Notwithstanding any other section of this MOU, continuous service as defined in this section means service which begins upon hire as a full-time employee of the City of Turlock Police Department, regardless of bargaining unit, and ends upon separation of employment from the City of Turlock Police Department. Employees who change work status from full-time to part-time then back to full-time will have their part time service included in the continuous service calculation.

10:12 Retiree Court Pay

A retiree who receives a subpoena to appear in court related to the course and scope of their employment as a sworn Turlock officer shall be paid a minimum of four (4) hour at the straight time pay rate for appearances before 12:00 p.m. An additional minimum of four (4) hours at the straight time pay rate shall be paid for appearances after 1:00 p.m. A straight time pay rate is defined as the rate of pay the employee earned at the time of retirement.

This section shall only apply to felony cases and only applies for thirty-six (36) months following the employee's retirement date. The thirty-six (36) month limitation shall not apply to capital crimes, homicide cases, or crimes in which there is no prosecutorial statute of limitations.

11:00 RETIREMENT

Sworn personnel are covered under the Safety Retirement Plan 3% @ 50 and non-sworn are covered under the Miscellaneous Retirement Plan 2.7% @ 55. Final compensation, for retirement purposes, will be calculated on the single highest year of PERS reportable wages as determined by CalPERS. Conversion of sick leave towards PERS service credit will be allowed in lieu of sick leave cash-out provisions.

NON-SWORN

The Employee will pay the employee's 8% PERS contribution and the employee will pay 1% of the Employers PERS contribution designated as normal cost (NC) and attributable to the amendment to the PERS contract dated January 1, 2008 on the attached valuation dated April 6, 2011 (See Attachment E).

The total 9% PERS contribution shall be deducted as a pretax employee pension expense.

SWORN

Sworn "Classic" employees covered by this agreement participate in the Public Employees Retirement System (PERS) 3% @ 50, under the "Safety" PERS formula.

Sworn employees will pay the employee's 9% PERS contribution, to be determined on a pre-tax basis.

NEW EMPLOYEES – SWORN AND NON-SWORN

Effective January 1, 2013, all new employees, as defined by AB 340, will participate in the Public Employees Retirement System (PERS) 2% @ 62 defined benefit formula for non-safety members. All new employees, as defined by AB 340, who are safety members will participate in the Public Employees Retirement System (PERS) Safety Option Plan Two, 2.7% @ 57. New employees shall have an initial contribution rate of at least fifty percent (50%) of the total normal cost rate for the defined benefit plan or the current contribution rate of similarly situated employees, which is currently a 9% PERS contribution, whichever is greater. All employees shall be subject to the mandatory provisions of AB 340.

11:01 PERS Survivor Benefit

The PERS Survivor Benefit is level Four (4).

11:02 Retiree Health Plan

A retiree health plan will be offered to City employees who retire after October 1, 1987. Premium payments will be the responsibility of the retired employee. Election to continue medical, dental and/or vision coverage of current City plan or alternate plan must be determined within thirty (30) days of retirement. Monthly premiums are those established on a citywide basis for Retiree/COBRA coverage in the beginning of each plan year.

Premiums may be adjusted once every twelve (12) months in conjunction with plan renewal under self-insured insurance plan effective July of each year.

To be eligible for this program, employees must comply with the eligibility rules of the TAPO Medical Benefit Trust Plan Document.

12:00 TAPO RETIREE HEALTH BENEFIT TRUST CONTRIBUTION

The City agrees to continue to contribute 3% of payroll toward the TAPO Retiree Health Trust Fund. The City agrees to transmit contributions to the TAPO VEBA trust fund on a per pay period basis immediately after the posting of each payroll period.

The parties agree that the term “payroll” as used in the MOU section shall have the following meaning: payroll = base salary (as shown on the salary range table) + benefits. As an example for fiscal year 2011/2012, the Parties agree that benefits for the purpose of this calculation only are 56% of base salary. The following is an example of the mathematical equation to illustrate the calculation of the City’s contribution to the TAPO’s retiree health trust fund:

as of July 1, 2024~~18~~: base salary of Police Officer I (range 23.7, step 1), $6,187~~4,497.00~~ X 56% = $3,464.72~~2,519.00~~; $6,187~~4,497.00~~ (base salary) + $3,464.72~~2,519.00~~ (56% calculated for benefits) = $9,651.72~~535.00~~ X 3% = $289.55~~6.05~~ monthly contribution to retiree health trust fund.

as of January 1, 2025~~19~~: base salary of Police Officer I (range 23.7, step 1), $6,558~~4,677.00~~ X 56% = $3,672.48~~2,619.00~~; $6,558~~4,677.00~~ (base salary) + $3,672.48~~2,619.00~~ (56% calculated for benefits) = $10,230.48~~9,915.00~~ X 3% = $306.91~~297.45~~ monthly contribution to retiree health trust fund.

13:00 INSURANCE

13:01 Medical Insurance

Eligible bargaining unit members will be provided with the option of participating in either of the following:

-EPO Plan (i.e., the $250/$500 Ded. - $2,500/$5,000 OOP plan); or,

-HDHP/HSA Plan (i.e., the $1,400/$2,800 Ded. - $3,000/$6,000 OOP plan).

~~Effective on July 1, 2021, or as soon as administratively feasible thereafter, status quo of the five percent (5%) previously agreed to toward medical, dental, and vision benefit premiums.~~

~~Effective July 1, 2022, or as soon as administratively feasible thereafter, employees shall contribute seven and a half percent (7.5%) toward medical, dental, and vision benefit premiums.~~

Effective on July 1, 2023, or as soon as administratively feasible thereafter, employees shall contribute ten percent (10%) toward medical, dental, and vision benefit premiums.

Employee premium contributions shall be deducted from employee payroll on a pre-tax basis and in accordance with the law.

13:02 Flexible Spending Accounts (Section 125)

Employees have the option to elect to have a portion of their salary redirected on a pretax basis (through payroll deduction) into flexible spending accounts for 1) Employee insurance premium contributions, 2) Medical reimbursement for out-of-pocket medical expenses not covered under the employer's group health plan, and 3) dependent care expenses such as child care.

The administration fees, $2.00 per plan per month, for administering the medical reimbursement plan and dependent care plan, will be the responsibility of the employee. Section 125 Administration is provided by the City's health insurance Administrator.

13:03 Deferred Compensation in Lieu of Insurance

Employees who are covered by an alternate health insurance provider through either spousal or registered domestic partner or parent coverage acceptable to the City, and which is not provided by the City, shall have the option to participate in the City's deferred compensation program as established and administered under the adopted rules of the City. Upon proof of alternate health insurance, the City agrees to contribute $475 per month to the employee's deferred compensation account for those employees not electing City health insurance. A spouse who is married to another City of Turlock employee and receiving the "in lieu" contributions effective on July 1, 2021, shall be grandfathered and allowed to continue receiving such contributions.

Employees who wish to drop the City's plan must do so during the open enrollment period and must present a certificate of insurance coverage through their spouse or registered domestic partner's or parent's employers' plan. Employees who wish to be re-enrolled in the City's plan at any time other than the open enrollment period may do so only as a result of loss of spousal or domestic partner's or parent's employers' coverage due to a change in life status (death, divorce, termination of employment, etc.) Normal waiting provisions for coverage shall otherwise apply.

14:00 LIFE INSURANCE

The City agrees to furnish term life insurance for each full time regular employee. The amount of the insurance will be one and one-half (1½) times the annual base salary, plus $5,000 not to exceed $500,000.

15:00 ANNUAL LEAVE AND WAGES IN CASE OF DEATH

In case of the death of any employee, all wages or salaries, accrued sick leave and annual leave, excluding all liens, shall be paid as provided by law.

16:00 LONG-TERM DISABILITY INSURANCE

The employer agrees to furnish disability insurance for each full-time regular employee. The terms of this coverage are as follows:

A. Eligibility – the first of the month following thirty (30) days of continuous employment with the City of Turlock;

B. Policy waiting period – sixty (60) days;

C. Maximum augmentation of salary if employee has accrued time – eighty percent (80%) of base salary; and

D. Policy provides for maximum salary protection equal to sixty-six and two-thirds percent ($66^{2/3}$%) of base salary.

Long Term Disability insurance will be provided to all full time employees at no cost. Employees will be first eligible for coverage on the first day of the month after completing thirty (30) continuous days of employment with the City. The waiting (or elimination) period for benefits shall be sixty (60) consecutive days. The long-term disability benefit pays sixty-six and two-thirds percent (66⅔ %) of monthly salary, not to exceed $10,000 per month. Employees may augment the long-term disability monthly benefit with accrued leave not to exceed 80% of the employee's base salary as set forth

in paragraph C. (The City of Turlock does not participate in State Disability Insurance.)

17:00 UNIFORMS

17:01 Uniform Allowance

The City shall pay the following rates for uniform allowances in July and December of each year.

Peace Officers and Animal Control ~~Services~~ Officers	$695.00
Community Service Officer, Crime Prevention Specialist, Evidence and Property Specialist, ~~and~~ Public Safety Communications Supervisor, Code Enforcement Supervisor, and Investigations Unit Analyst	$640.00
Dispatchers	$565.00

The allowance is for the employee's use for purchase and cleaning of uniforms, to include jumpsuits, shoes, hats, shirts, pants, and jackets or coats, or other items designated by the City. The City shall determine which employees shall be uniformed. Detectives, for the purpose of this paragraph, shall be considered uniformed. Employees paid such allowances leaving City employment or changing to non-uniformed status shall have the pro-rated amount due the City deducted from their last paycheck while on uniformed status.

17:02 Uniform Pay/Special Assignment

Effective on the first payroll in August, the City will reimburse S.W.A.T. and Bicycle Patrol personnel $50 per year for City-mandated equipment to fulfill special assignment requirements.

18:00 SAFETY CLOTHING

The City shall make available safety clothing to employees who have occasion to work with chemicals or equipment that are hazardous and, during periods of inclement weather, to employees who are required to work outside. Safety clothing shall include rain gear, safety vests, helmets, face shields, gas masks, batons, weapons, leather gear and flashlights. The City shall determine the type, quality and quantity to be issued. Recommendations of the Safety Committee will be considered.

19:00 EDUCATIONAL INCENTIVE PROGRAMS

An employee wishing to receive reimbursement for tuition and book fees for coursework

related to the advancement of knowledge and skills of their classification, must request approval by the Chief of Police and the City Manager prior to enrollment in a course. Upon successful completion witnessed by a certificate or passing grade, the employee will receive reimbursement for fees as outlined below:

A. The maximum individual reimbursement is $750 per fiscal year.

B. An amount of no more than $3,000 per fiscal year for Police Department employees may be used for this purpose. Allocation of funds will be on a first-come-first-serve basis.

C. Participation in this program is contingent upon the availability of funds.

D. Participants in this program are required to have and maintain a minimum overall performance rating of “meet standards”.

E. New hire probationary employees are not eligible to participate in this program.

F. A copy of the class schedule must be attached to the proposal form.

20:00 COMPUTER LOAN PROGRAM

The City agrees to offer employees, after their initial probation period, the opportunity for a no-interest loan up to $2,500 for the purchase of a personal computer. The purchase may also include accessories such as monitors and printers. A two-year payback, guaranteed through payroll deduction is required. The program is subject to available funding. Employees who leave employment with the City will be required to pay the balance of the loan in full prior to separation. Program guidelines will be established by the City and reviewed by the Union prior to implementation. Employees are not limited to one use of the computer loan program, and have the ability to reapply after five (5) years from the beginning of the initial loan.

21:00 HOURS OF WORK

21:01 Present for Work

All employees are expected to be present for work during their scheduled work hours. It is the responsibility of employees to notify their immediate supervisor or person of authority that they will not be present for duty due to illness or other reasons. Notification shall be made one (1) hour prior to the start of a scheduled shift or as soon as possible in the event of an emergency beyond the control of the employee.

Employees absent without notice for a period of more than twenty-four (24) hours shall

be considered terminated. The notice of such termination shall be posted by first-class mail to the employee's current address shown on the personnel folder.

Upon proof shown by the employee that he or she was incapacitated and unable to notify the employer of the absence, the employee shall be reinstated.

All employees represented herein shall be assigned to work a regular work schedule and each work shift shall have a regular starting time. The Turlock Police Department will post a 12-month work schedule each February denoting shift rotations. Schedule changes shall be posted a minimum of fifteen (15) days prior to implementation.

Sworn personnel assigned to a compressed work schedule (i.e.: a 4/10 or 4/11 work schedule) will work a 28-day work period as provided for by Federal Labor Standards Act §207k. This section does not supersede Section 21:10 Overtime.

21:02 Recognized Work Schedules- All TAPO Members Except Dispatch

5/8 Schedule: The 5/8 schedule consists of five (5) consecutive work ~~-~~shifts, generally Monday – Friday; followed by two (2) consecutive days off, generally Saturday – Sunday. A work shift consists of eight (8) consecutive hours of work, including a thirty (30) minute meal period and one (1) fifteen (15) minute break.

4/10 Schedule: The 4/10 schedule consists of four (4) consecutive work shifts, followed by three (3) consecutive days off. Scheduled work shifts and days off are fixed and constant from week to week. A work shift consists of ten (10) consecutive hours of work, including a forty-five (45) minute meal period and one (1) fifteen (15) minute break.

The parties agree to assign all CSO's to the 4/10 work schedule, which shall be as follows:

Days 0600-1600, Monday through Thursday
Mid-day 0800-1800, Tuesday through Friday
Pre-swing 0900-1900, Monday through Thursday
Swing 1100-2100, Wednesday through Saturday

CSO's assigned to Patrol must off shift from Days/Mid-Days to Pre-swings/Swings or vice-versa after two rotations. For the purposes of off shifting, Days and Mid-days shall be considered one shift, and Pre-swings and Swings shall be considered one shift.

The parties agree to assign all ACO's and the ACO Supervisor to the 4/10 work schedule. The ACO and ACO Supervisor schedule could be moved to the 5/8 schedule depending on the needs to of the department and at the Chief of Police discretion. If there is a change in the schedule TAPO shall be notified of the reason.

4/11 Schedule: The 4/11 schedule consists of four (4) consecutive work shifts,

followed by four (4) consecutive days off. A work shift consists of eleven (11) consecutive hours of work, including a forty-five (45) minute meal period and two (2) fifteen (15) minute breaks.

Shifts identified for sworn officers include:

- Days 0600 – 1700 hrs
- Swings 1500 – 0200 hrs
- Nights 2000 – 0700 hrs

The department may adjust any shift up to one (1) hour either way, providing a minimum fifteen (15) day notice is given. Furthermore, the Department will maintain one (1) position per shift per team, (a total of three (3) positions per calendar day for a total of six (6) positions for patrol operations), in order to assign personnel as needed; commonly referred to as “reserved slots”.

Employees assigned to a 5/8 or 4/10 work schedule routinely work 2080 hours annually, as opposed to 2007 hours annually within the 4/11 work schedule. Therefore, employees assigned to a 4/11 schedule for twelve (12) consecutive months owe the City seventy-three (73) hours per year. In recognition, Turlock Police Department may schedule a total of eight (8) nine-hour days, pro-rated for less than twelve (12) consecutive months assigned to the 4/11 schedule, for training or patrol duty during the Stanislaus County fair, paid at employee’s regular rate of pay. During the annual Stanislaus County Fair, employees may be assigned to work one (1) nine-hour shift during any of the employee’s four (4) consecutive days off. These shifts shall include a sixty (60) minute meal period and one (1) fifteen (15) minute break. The remaining one (1) hour is credited towards missed breaks annually.

Nine-hour training or work days shall be posted a minimum of six (6) months in advance, with the exception of Stanislaus County Fair during which the one, nine-hour training or work day shall be scheduled with a fifteen (15) day prior notice. Training days shall be scheduled on the last regular day off to avoid double backs. Training days shall not be scheduled during a regular four (4) day off cycle containing a recognized holiday.

21:03 Patrol Scheduling

Schedule assignments, based on seniority, will occur once per year to cover three (3) four-month rotations, beginning each February 1st. This yearly schedule will be posted a minimum of thirty (30) days prior to February 1st. Shifts will be assigned by seniority, as calculated in Section 33:00 of this MOU, with the requirement all personnel must “off-shift” to another shift after two (2) consecutive rotations on the same shift.

If a conflict arises in off-shifting during the shift bidding process, the issue will be resolved using reverse-seniority progressively. Reverse-seniority means the person

who is next senior to the employee needing to off-shift will be moved, progressively, until the issue is resolved.

Shift selection forms shall be provided to all affected employees, allowing them to select their 1st, 2nd, and 3rd choices, during the first week of November, each year. Forms must be completed and returned no later than December 1st, each year. Failure to return a shift selection form will result in the individual employee being placed in the remaining shifts after all other employee preferences have been assigned. Special Assignment rotations will occur in accordance with the procedures set forth in section 23:00.

Each shift will have one (1) reserve slot, which will be the last slot for each shift. This slot will be used to provide for a shift change due to unforeseen circumstances.

Team rotations will be on the basis of need. Requests will be evaluated on a case-by-case basis, with preference given to an officer from each team willing to switch. Approval will rest with the Operations Division Commander.

Requests for a shift change will be evaluated on the basis of need. Officers may switch shifts within their own team if approved by the manager assigned scheduling responsibility.

Management reserves the right to determine the shift and team of special assignments, assigned to Patrol, after bid-a-shift selections have been made in order to insure a balance of service needs.

Beat assignments and rotations will occur as evaluated by the shift supervisor.

21:04 School Resource Officer (SRO)

During the school year, SRO's shall work a 5/8 schedule, with Saturday and Sunday off. Their regular duty hours shall be ~~0730 – 1530~~ **0800-1600** hrs, with a one (1) hour, paid meal period included. Any work performed beyond the regular shift shall be compensated as identified in this Memorandum of Understanding.

SRO's may determine if they take a school holiday off pursuant to the MOU or work an eight (8) hour shift (with a one (1) hour paid meal period included) as assigned by management.

In the event of a school session summer break, SRO's shall be assigned to Patrol. SRO's shall work a 4/10 schedule, either Monday ~~Wednesday~~ through Thursday ~~Saturday~~ or Tuesday~~Sunday~~ through Friday ~~Wednesday~~. Regular duty hours shall be 0700 – 1700 hrs. Any work performed beyond the regular shift shall be compensated as identified in this Memorandum of Understanding. ~~SRO's are subject to mandatory overtime procedure and shall be placed at the bottom of the list upon transition to~~

~~Patrol. SRO's are subject to mandatory overtime procedures during summer session break and shall be placed at the bottom of the list upon transition to patrol during the summer session break.~~ SROs will be counted towards minimum staffing during summer break on the days they are working only for non-preplanned events (5 days or less notice). All other planned events (5 days or more) the supervisor shall mandate for.

If more than one (1) officer is assigned as SRO, SRO's seniority within the Turlock Police Department shall determine the choice from the above selections.

Management will endeavor to ensure~~insure~~ vacation requests from SRO's receive preference, but shall not cancel a vacation request previously approved for other sworn personnel.

During the transition of work schedules between the school year and summer break, SRO's shall receive a fifteen (15) day notice prior to schedule change and shall receive two (2) consecutive days off prior to beginning the new schedule.

21:05 Detectives

Detectives shall work a fixed 4-10 schedule. Detectives regular days off shall be either Friday, Saturday, Sunday, or Saturday, Sunday, Monday, determined by seniority in the detective unit. This does not apply to detectives assigned to special task forces.

21:06 Traffic Officers

Traffic officers shall be assigned a 4-10 work schedule (7AM-5PM). Regular days off shall be either Friday, Saturday, Sunday, or Saturday, Sunday, Monday.

Traffic Officer schedules can be adjusted in accordance with Article 23:01(F).

Street Crimes Unit

The Street Crimes Unit officers and sergeant shall be assigned to a 4-11 work schedule (1400-0100). The work schedule shall overlap two days of A team and two days of B team, unless otherwise agreed upon with TAPO.

Officers assigned to this unit shall be assigned a vehicle in accordance to 10:04 of this MOU.

The Street Crimes Unit officers and sergeant will not be subject to the mandate list. The Street Crime Unit schedules can be adjusted in accordance with Article 23:01(F).

21:07 Dispatch Work Schedules

Dispatch shift schedule times shall coincide with patrol as much as is practical due to varied work schedules. Dispatch personnel rotation schedule will occur in four-month increments compatible with patrol.

Primary Schedule: The schedule consists of four (4) consecutive work shifts, followed by three (3) consecutive days off. Scheduled work shifts and days off are fixed and constant from week to week. A work shift consists of ten (10) consecutive hours of work, including a meal period. The schedule may include no more than two 5/8 shifts which consist of 5 consecutive work shifts of 8 consecutive hours of work, including a meal period, followed by 2 days off.

Modified Schedule: The modified schedule consists of (3) consecutive days at twelve (12) consecutive hours per day; followed or preceded by four (4) consecutive hours worked on a separate day, totaling forty (40) hours per week, or two (2) consecutive days at twelve hours per day, followed or preceded by (2) days at eight (8) hours per day totaling forty (40) hours per week.

21:08 Dispatch Scheduling

Shift bidding for dispatchers shall be based on seniority. Shift bidding begins February 15th, June 15th, and October 15th for the following four (4) month shift rotation. The dispatch supervisor will post the "shift bid roster" on these dates, wherein each dispatcher by seniority shall have forty-eight (48) hours to complete their shift bid. Failure to participate in shift bidding will result in the individual employee being placed in the remaining shifts after all other employee preferences have been assigned. All dispatchers must "off-shift" to another shift after two (2) consecutive shifts. If a conflict arises in off-shifting during the shift bidding process, the issue will be resolved using reverse-seniority progressively. Reverse-seniority means the person who is next senior to the employee needing to off-shift will be moved, progressively, until the issue is resolved.

During the bidding process identified for Dispatchers above, Senior Dispatchers shall bid for shifts amongst other Senior Dispatchers utilizing the same protocol. The Department will maintain one (1) opening on each basic shift (Day, Swing and Grave) for Senior Dispatcher to bid to work. For purposes of shift bidding, Senior Dispatcher seniority shall be based upon continuous time in the classification of Senior Dispatcher. In the event the City filled four (4) or more Senior Dispatcher positions, Senior Dispatchers would be allowed to bid for any Cover shift, in addition to the basic shifts.

Seniority shall be based upon time in classification.

Shifts are identified as: **Day**, **Day Cover**, **Swing**, **Swing Cover**, **Grave, and Grave Cover**.

21:09 Dispatch Scheduled and Unscheduled Absences

There shall be a minimum of two (2) dispatchers per shift including lunch coverage.

In the event an unexpected or unscheduled absence occurs, the supervisor shall first request the on-duty dispatcher to extend their shift at the overtime regular rate of pay and/or request the next oncoming dispatcher to report earlier at the overtime regular rate of pay in order to staff such absence. If this request fails, the supervisor shall seek off-duty dispatchers to voluntarily report to work at the overtime regular rate of pay. If the supervisor is unable to locate voluntary personnel to staff this absence, the supervisor shall mandate overtime to the dispatcher with the least amount of points. If the dispatcher with the least amount of points is unable to report to work due to illness, an approved leave, or other reasonable excuse, the supervisor shall mandate the next dispatcher with the least amount of points and so on.

Dispatchers shall accrue points for all scheduled and unscheduled overtime worked, excluding overtime for non-dispatching work such as warrant processing, training or other routine office work. Points accrued by each dispatcher shall be maintained and posted in communications to establish a Mandated Overtime List. All points earned shall accrue on an annual basis. On January 1st of each year this M.O.U is in effect, all points accrued by a dispatcher shall be eliminated and each dispatcher shall begin accruing points for the year from a zero balance.

Scheduled absences shall be posted by the 15th of each preceding month for voluntary overtime signup. After every effort has been made to fill schedule absences with voluntary signups, the supervisor may schedule overtime for dispatchers with the least amount of points utilizing the Mandated Overtime List for priority vacations, special events and unforeseen absences, i.e., sick time, in order to meet minimum staffing.

All dispatchers shall receive at least one (1) day off in a seven (7) day period.

21:10 Overtime

All overtime earned and compensated shall be based upon the regular rate of pay for the pay period in which the overtime occurred. Regular rate of pay is defined as base pay, plus all incentive, certificate, and assignment pays earned during said pay period. Uniform allowances are exempt from inclusion in the regular rate of pay calculation.

Overtime shall be provided for time worked in excess of the employee's regularly scheduled shift, except as otherwise expressly provided for in this Memorandum of Understanding. Compensation may be earned either as overtime pay or compensatory

time off, as determined by the employee.

Overtime included in up to twelve (12) consecutive hours of work shall be compensated at time and a half. Overtime performed after twelve (12) consecutive hours shall be paid at double time at the regular rate of pay. Investigations personnel are excluded from this double time provision while conducting investigative assignments.

Overtime for Dispatchers assigned to the 3/12 modified schedule shall be compensated at time and one-half for work performed beyond twelve hours. However, work performed starting the thirteenth (13th) hour shall be compensated at double time.

21:11 Overtime for Missed Meal Periods

Employees working a 4/11 schedule shall be compensated forty-five (45) minutes of overtime at regular rate of pay, regardless if they are working an eleven (11) hour or nine (9) hour shift, for any portion of a missed meal period. Missed breaks are not compensated.

Animal Control ~~Services~~ Officers shall be compensated, in quarter-hour increments of overtime at regular rate of pay, for the actual missed portion of their meal period. Missed breaks are not compensated.

Dispatchers shall be compensated one (1) hour of overtime at the regular rate of pay for a missed meal period, if working more than six (6) hours in a shift. Dispatchers shall be compensated thirty (30) minutes of overtime at the regular rate of pay for a missed meal period, if working more than four (4) hours but less than six (6) hours in a shift. Dispatchers called off their meal period within a thirty (30) minute period due to an emergency situation, will be compensated thirty (30) minutes of overtime at the regular rate of pay.

21:12 Mandated Overtime for Patrol

A Mandated Overtime List shall be established for use in those circumstances where officers and supervisors are required to work overtime. The List shall be posted and accessible by all personnel. Employees who appear at the top of the List shall be the next assigned to work overtime. Officers will be listed on a mandate list separate from Sergeants. Sergeants will be contained on a separate list and mandated if supervision is required.

Officers or supervisors assigned to Patrol ~~and the Street Crimes Unit~~ are subject to mandate. ~~Officers or supervisors assigned as School Resource Officers are subject to mandate during the months they are assigned to Patrol and not working at the schools~~.

Officers or supervisors assigned to the Traffic Unit or other assignments outside of the field operations division are exempt from these mandate procedures.

Initial placement on the list shall be by reverse seniority. Officers or supervisors moved into Patrol from a non-Patrol assignment shall be placed at the bottom of the current mandate list. Working a patrol overtime detail, voluntarily or by mandate, will move an officer or supervisor to the bottom of the mandate list. This does not apply to "extension of shift" overtime; in which employees have volunteered or were mandated to work overtime at the beginning or end of their regularly scheduled work shift. Officers or supervisors who volunteer or who are mandated to work scheduled overtime, but are subsequently cancelled shall be considered as having worked the overtime and shall be placed at the bottom of the mandate list.

Except as required to deal with emergency circumstances no overtime shall be mandated without fifteen (15) day notice; that will cause the employee to work within an eight (8) hour period of a previously scheduled shift; or that will cause the employee to work during a previously scheduled vacation or within the set of days off bordering that vacation. For these purposes, emergency circumstances shall include unanticipated events bringing an immediate threat to health and safety, which the Department does not have the on-duty resources to resolve or mitigate.

The fifteen (15) day requirement begins the day after the employee is personally notified or after notification has been left on an employee's personally owned voice mail or Hiplink. This requirement ends the fifteenth day, meaning the employee is expected to appear as assigned on the fifteenth day.

Employees will not be mandated to work on any previously approved time off from work, excluding regular days off (RDO) that are not taken in conjunction with other approved time off; not just previously scheduled vacation.

21:13 Court Overtime

Any employee called as a witness arising out of and in the course of his/her City employment or during off-duty hours shall be compensated for the time spent in transit, if out of town, in preparation, while waiting to appear, and while testifying in the following manner:

Off-duty witness time shall accrue at the rate of time and a half for pay or compensatory time off.

Overtime shall be compensated at time and a half based upon the regular rate of pay for actual time spent in court, if such appearance is immediately following a regular work shift, or if such appearance is set within one (1) hour of the beginning of the regular work shift.

A court appearance outside of a regularly scheduled duty day shift shall be compensated, except as provided above, with a minimum of four (4) hours of overtime at the regular rate of pay from 8:00 a.m. to 1:00 p.m. for the court appearance and required court related preparation time immediately prior to or following the appearance.

A separate minimum of four (4) hours of overtime at the regular rate of pay shall be recorded for any such appearance between 1:00 p.m. to 6:00 p.m. and for any required court related time immediately prior to or following an appearance.

If actual court time exceeds four (4) hours in either shift, excess will be paid at overtime at the regular rate of pay. All Turlock traffic court assignments provide a two (2) hour minimum. Callback minimums do not apply to individuals who are off on sick leave or workers' compensation leave.

Employees who schedule leave utilizing vacation, holiday, or compensatory time off for the same day that the employee was previously subpoenaed for a court appearance shall be compensated as if the employee was not on leave, but working the employee's regularly assigned shift.

Employees who appear in court while on suspension, workers' compensation or leave without pay shall be paid at the regular rate of pay for hours worked.

Employees required to stand by as a witness for court proceedings, arising out of and in the course of City employment, shall be compensated at fifty percent (50%) of the regular rate of pay for each hour of standby performed.

21:14 Callback

An employee called into work by a supervisor outside of their regular shift shall be compensated a minimum of four (4) hours at time and a half at the regular rate of pay for an **event with five (5) days (120 hours) or less advanced notice.** ~~unscheduled event or two (2) hours at time and a half at the regular rate of pay for a scheduled or planned event. An unscheduled event shall be considered any event wherein an employee is given five (5) days or less notice. An employee shall not receive callback pay in the event the Department provides at least one (1) hour telephonic notification cancelling the employee from the unscheduled or scheduled/planned event.~~

~~Callback minimum compensation shall not be provided to employees who are called into work to correct incomplete work.~~

1) **An employee who is called into work prior to the start of their regularly assigned shift, will be compensated as provided for in this section and their scheduled workday will be considered to have officially started when they arrive at work. The employee is then responsible for working the total number of hours of their originally scheduled shift for that day. The employee may be**

sent home once the obligated hours have been worked, at the sole discretion of the Department.

2) **If the Department determines a need for the employee to work beyond the obligated number of hours of their shift, the employee will receive overtime compensation beyond the number of hours worked and double time in accordance with Section 21:10 Overtime.**
3) **In the circumstance where an employee is called into work prior to the assigned shift beginning and is cleared from the incident two or more hours prior to the beginning of their assigned shift, the employee will receive the applicable compensation for the "callback" in accordance with this section. The employee will be expected to report for and work the entire regularly scheduled shift. If the employee is cleared fromorm the incident which required the call-out, less than an hour before the start of their regularly scheduled shift they will remain at work and continue the shift as described in subsection a).**

In the event an employee is called into work outside of their regularly scheduled workday, the employee is entitled to the 4-hour minimum per paragraph 1 of this Section. If the employee works beyond 4 hours, they are entitled to the additional pay for the time worked at time and a half of the regular rate of pay. If the employee is cleared from duty prior to 4 hours of work being completed, the employee is still entitled to the entire 4 hours of overtime pay. The employee shall not put in for additional overtime during the initial 4 hours of time and will only put in for additional time worked once the initial 4-hour minimum has been exhausted.

An employee shall not receive callback pay in the event the Department provides at least one3 (1) hour telephonic notification cancelling the employee from the unscheduled event.

OR

Scheduled Callback

An employee called into work by a supervisor outside of their regular shift shall be compensated a minimum of two (2) hours at time and a half at the regular rate of pay for the event with more than five (5) days (120) hours notice.

An employee shall not receive callback pay in the event the Department provides at least one (1) hour telephonic notification cancelling the employee from the scheduled event.

Callback minimum compensation shall not be provided to employees who are called into work to correct incomplete work.

Reopener

The City of Turlock and the Turlock Associated Police Officers agree that following twelve (12) months from the date of ratification of the [insert date], amendment to the Callback provision, the parties may meet and confer on this provision should City management determine that the language of the amended provision is creating an undue cost burden. The purpose of the reopener is to meet and confer as to whether the provision will revert to its pre-amendment language, and/or include additional guardrails with the intent of alleviating the cost burden to the City.

21:15 Standby Duty

Employees assigned standby duty shall be compensated at a rate of 25% of the regular rate for each hour of standby duty performed. Notwithstanding the above, Investigations personnel shall be compensated for seven (7) hours of overtime at the regular rate of pay per week of standby.

21:16 Compensatory Time

No more than one hundred (100) hours total compensatory time off shall be accumulated. Employees may cash out up to twenty (20) hours of CTO on the second paycheck of November of each year to coincide with sick/vacation leave buyback.

22:00 JURY DUTY

22:01 Jury Duty

Any employee who shall be summoned for attendance to any court for jury duty during his/her normal working hours shall suffer no loss in salary, nor shall retain additional salary or benefits due to payments by the court. Such salary, emoluments or benefits except for mileage and food allowance shall be paid to the City.

22:02 Jury Duty/Dispatch

Graveyard shift dispatchers will exchange shifts with day shift dispatcher for the duration of their jury duty assignment. If employee is released when there are more than two (2) hours remaining in their shift, they will return to work to replace the relief dispatcher for the balance of the shift.

23:00 COLLATERAL/SPECIAL ASSIGNMENTS DEFINED

A Special Assignment is defined as an assignment in which an employee is removed from routine patrol duties and accepts responsibility of an assignment on a regular full-time basis that is unrelated to routine patrol. Whereas, a Collateral Assignment is defined as an assignment in which an employee performs regular full-time patrol duties and, in addition, accepts responsibility of an assignment on a part-time basis. K-9 is a collateral assignment, but is considered a special assignment for the purpose of promotional eligibility, and is not subject to the three (3) years employment eligibility requirement, listed in section B.

23:01 Assignment Duration

The following provisions will be used in determining rotations to special assignments:

A. Special Assignments are limited to the following for duration:

(1) Two (2) year assignments:
~~(a) Stancatt Officer~~
(a~~b~~) Traffic CSO

(2) Four (4) year assignments: ~~-~~(CSO, Officers and Sergeants)
(a) Rotational Detectives and Detective Sergeants
(b) School Resource Officer
(c) Stanislaus County Special Investigations Unit (S.I.U.) Detective ~~Officer~~
(d) K-9 Officer (Collateral Assignment)
(e) Traffic Officer and Traffic Sergeant
(f) Professional Standards & Training Officer and Sergeant
(g) Gang Enforcement Task Force Detective ~~Officer~~
(h) Crime Prevention Sergeant
(i) Neighborhood Resource Officer
(j) Special Investigations Unit Officer and Sergeant
(k) Street Crime Unit Officer and Sergeant
(l) Stancatt Detective

In the event new Special Assignments are created, the Chief of Police shall determine which term above shall apply. In the event a new Special Assignment is created, the position(s) shall receive premium pay as defined in Section 10:10.

B. An officer shall work in the Turlock Police Department for at least three (3) years, sworn service, before being eligible for special assignments. The three (3) years is counted from date of hire to time of final filing date, listed in the special assignment announcement.

C. Notwithstanding the above, Officers may be eligible for K-9 Collateral Assignments upon completion of probation.

D. An officer shall work at least one (1) year in patrol between Special Assignments, excluding K-9 Patrol Officers.

E. The primary duties assigned to the Professional Standards and Training Officer are that of a Public Information Officer, managing the Department's training and processing City permits as determined by the Department. The PSTO shall not become involved in Internal Affair matters other than language translation.

F. CSOs, Officers and Sergeants assigned to Special Assignments shall receive premium pay as defined in section 10:10. That premium pay is compensation, in part, for the unusual and irregular scheduling needs of Special Assignments along with minor communications that may occur from time to time during off duty time which are de minimis. CSOs, Officers and Sergeants assigned to Special Assignments must have a willingness to meet flexible schedules to accommodate the needs of the Unit, Department and City to include irregular hours and call back. They must have a willingness to work overtime details as necessary for the respective Special Assignment. They must have a willingness to have a flexible schedule to accommodate special events, investigations, or details associated with the respective Special Assignment. All Special Assignments shall have a regular work schedule and regular shift starting time as defined in section 21:01; however, the Department may as deemed necessary for the respective Special Assignment temporarily change work schedules. Schedule changes shall be posted a minimum of fifteen (15) days prior to implementation.

G. In the event an insufficient number of applicants apply for a Special Assignment, upon closing of the final filing date for the Special Assignment, the requirements can be waived or lessened, but not made more restrictive by the Chief of Police. An insufficient number of applicants shall mean at least the same number of applicants as there are vacant position(s) for a specific Special Assignment.

23:02 Change In Eligibility Requirements: (Sworn Officers Only)

If a special assignment announcement is posted but after the final filing date there are no qualified, interested applicants, the eligibility requirements may be modified by the Chief of Police, and a new special assignment announcement posted. If modification, as to required minimum length of employment is necessary, the Chief of Police will, at minimum, require that an employee's initial probationary period be completed prior to the final filing date on the special assignment announcement.

23:03 Delay of Rotation Out of Special Assignment

The Chief of Police can delay rotation out of non-patrol special assignments for up to three (3) months due to the needs of the Department. If a longer delay is necessary, the Chief shall notify the TAPO President of the reasons for such and the revised rotation

date. The Chief of Police may delay rotation out of non-patrol special assignments for up to two (2), 1-year extensions (i.e., for up to a maximum of two (2) years), based upon the needs of the special assignment and department. Furthermore, only K-9 Patrol Officers may extend beyond the four (4) year term and remain in such assignment as determined by the serviceability of their respective K-9 upon initial assignment.

23:04 Rotating In and Out of Special Assignments

Employees rotating into special assignments will, if possible, be assigned during the months of February, June and October, to correspond with patrol shift rotations. Employees rotating out of special assignments will initially be required to fill the vacancy left by the employee rotating into the special assignment. During the next shift bidding, the employee will be able to pick which patrol team and shift he/she wants to be assigned, as his/her seniority allows. If the employee, rotating out of**,** or rotating into the special assignment is identified well in advance of the annual shift bidding date, the employee rotating out of the special assignment will be allowed to bid, by seniority for the team and shift he/she desires during the next closest shift rotational month, February, June or October. If, due to this paragraph, someone is needed to change teams to balance team totals, the least senior person will be chosen.

Prior to assigning someone to another team, to fill a vacancy, the scheduling manager will post an announcement requesting a volunteer(s) to change teams. If more than one person volunteers to switch teams, the most senior employee will be chosen.

24:00 TRAINING

24:01 Training

The Police Department will annually evaluate training needs for all personnel, giving first priority to attaining minimum training standards adopted by the California Peace Officers Standards and Training and whenever fiscally possible provide enhanced training supporting career development for personnel and succession planning for the organization.

24:02 External Training

Absent a mutual agreement of an employee who may attend training, employees shall receive a minimum fifteen (15) days' notice prior to any change in their regular work schedule.

Once proper notice is provided, the City may adjust an employee's regular work hours, days and days off immediately prior to, during or immediately after training in order for the employee's work schedule to coincide with the training schedule; noting overall work

hours required by the City as well as an employee's overall time off.

Regardless of any work schedule adjustment to attend training, an employee assigned to twenty-four (24) hours or more training shall be assigned time off from work a minimum twenty-four (24) hours prior to the first day of training or travel time to attend training and another minimum of twenty-four (24) hours off work after the last day of training or travel time returning from training.

Normally, the parties agree a day of training is equal to a day worked. However, if an employee is required to attend training (including required work beyond training; i.e. homework and/or travel) on any day which exceeds his/her adjusted training schedule to which he/she is assigned; overtime shall be paid pursuant to this agreement.

Employees shall be compensated for travel to and from training in accordance with City Travel policy. Employees who travel less than sixty (60) miles from the Turlock Public Safety Facility must travel on the day of training. Employees who travel sixty (60) miles or more from the Turlock Public Safety Facility to attend training may travel the day before the training actually begins and the day after training has been completed. However, employees are expected to return on the last day of training if they can arrive at home prior to 9:00 PM. Compensation for employees who travel more or less than sixty (60) miles is described above.

Considering the twenty-four (24) hour period of time off prior to the first day of training or travel time to attend training and twenty-four (24) hours off after the last day of training or travel time returning from training: The twenty-four (24) hour period of time off for employees required to travel sixty (60) miles or more shall be calculated from midnight the night before the day of training and backwards plus travel time and 12:01 A.M. the day after training plus travel time provided the employee does not return home before 9:00 P.M. on the last day of training.

The parties will refer to the current City of Turlock Travel Policy and Procedures, per diem, lodging, etc.

24:03 TAPO Time Bank

The parties agree that a TAPO time bank has been established for the purpose of authorizing TAPO members to request use of this time for TAPO business as determined by the TAPO President. Any use of TAPO time bank shall be approved by the TAPO President prior to submission of the request. Time bank does not include time used by TAPO for meet and confer with the Chief of Police or City.

Time bank requests shall be submitted and approved consistent with the existing policy for approval of vacation time. The TAPO time bank request shall be approved unless staffing is required on an overtime basis in order for the request to be approved or in case of operational necessity such as a special event and full staffing is needed. The

Chief reserves the right to approve time bank requests which incur overtime costs. TAPO time bank shall not supersede previously approved vacation requests of other personnel.

During the last full pay period that begins in January of each year, each employee covered by this MOU shall contribute an equal amount of hours, or a portion thereof as determined by the TAPO President, of vacation leave to the TAPO time bank. This time, if not utilized by TAPO within the year it is contributed, shall not be returned to the contributing members, nor shall this time be subject to cash-out, but rolled over to the next year's TAPO time bank. This shall be a separate and distinct account.

TAPO shall hold the City and its officers and employees harmless for transferring the vacation time from employees covered by this MOU as provided for in this Section.

When a TAPO member is utilizing time bank hours the member will be considered off duty for all purposes including, but not limited to, workers' compensation.

25:00 VACATION ACCRUAL, ACCUMULATION AND USE

25:01 Vacation Annual Accrual Rates and Maximum Accumulation

Years of Service	Annual Accrual Rate	Maximum Accumulation
0 to 4	100 hours (8.33 hours per month)	320 hours
4+ to14	140 hours (11.67 hours per month)	360 hours
14 +	210 hours (17.5 hours per month)	400 hours

The total annual accrual hours represented above are not exact but the monthly accrual rate has been agreed to by the Parties.

25:02 Vacation Use

Upon completion of twelve (12) months' employment, all employees shall take a minimum of ten (10) days or eighty (80) hours of vacation time during the next year. Maximum vacation carryover shall be limited as per the chart set forth in section 25:01. When an employee reaches their maximum vacation accumulation, no further vacation will accrue until the employee's accumulation is decreased below the allowed maximum accumulation. Employees may choose to sell back up to twenty (20) hours of vacation each year on the second paycheck of November to be concurrent with sick leave sell back. Payment shall be based on the employee's base salary as of November 1st of

each year. Manual override of vacation accumulation limitation will be permitted when an employee's approved vacation of forty (40) hours or more was cancelled by the Department. The employee will be notified within fifteen (15) calendar days from the date their request is received whether their vacation has been approved. If the Police Chief or their designee withdraws authorization to utilize previously approved vacation time due to operational necessity and the time cannot be rescheduled, the manual override will be implemented.

Persons who retire or separate from the City and who are eligible for payments of accrued vacation in their final check shall be paid at base salary in effect at the time. When approved, non-sworn personnel may take minimum increments of four (4) hours of vacation time.

25:03 Vacation Scheduling

Employees are required to request vacation leaves of one (1) workweek or more, forty-five (45) days prior to the beginning of their vacation. Exceptions may be made by mutual agreement. Every effort shall be made to permit personnel to take vacation time of their choosing.

25:04 Holidays-Sworn and Non-Sworn

Since holidays may not in all cases be celebrated on the traditional or calendar day of observance due to the need for continual law enforcement services to the City, each holiday will be taken at the request of the employee with department approval.

Patrol personnel (to include CSO) working the 4-11 schedule on Christmas Day will receive five and one-half (5.5) hours of straight time pay at base salary, in addition to their pay for hours worked. If a holiday/holiday in lieu cannot be scheduled due to service needs, then the employee will receive overtime at regular rate of pay.

In addition, if a non-patrol employee is scheduled to be off on a recognized holiday and the employee is mandated to work by the Department or is rescheduled to work by the Department, the employee has the option to be paid for that holiday at the employee's base salary. An employee scheduled to work on a holiday due to routine scheduling or due to a request by the employee is not eligible to be paid for the holiday.

Employees assigned to the 4-11 schedule will be allowed to accumulate a maximum of one hundred thirty-two (132) holiday hours Employees assigned to the 5/2 and 4/10 schedule will be allowed to accumulate a maximum of four (4) days/shifts, respectively. When an employee reaches their maximum holiday accumulation, no further holiday time will accrue until the employee's accumulation is decreased below the allowed maximum accumulation. Manual override of the holiday accumulation limitation will be permitted if the Chief withdraws authorization to utilize previously approved holiday time or request to utilize holiday time off is denied due to operational necessity and the time

cannot be rescheduled.

For purposes of fiscal year 2025-2026, all unit members will receive holiday accruals for Juneteenth 2025 and Juneteenth 2026.Unit members will receive Juneteenth 2025 and Juneteenth 2026 accruals in the first pay period following ratification. Unit members will receive accruals for Juneteenth in subsequent years in the regular course of holiday accruals. Accruals for the Juneteenth holiday are not subject to the holiday cash out provisions of this section.
Should an employee not take their Juneteenth holiday in the same calendar year in which it was accrued, it may be carried over into the subsequent calendar year. Not more than two earned Juneteenth holidays will be accrued.

Recognized Holidays

	Holiday / Holiday in lieu	**Month to be taken**
1.	New Year's Day	January
2.	Presidents' Day	February
3.	Memorial Day	~~June~~**May**
4.	**Juneteenth**	**June**
5~~4~~.	Independence Day	July
6~~5~~.	Admissions Day	August
7~~6~~.	Labor Day	September
8~~7~~.	Veterans' Day	October
9~~8~~.	Thanksgiving Day	November
10~~9~~.	Christmas Day	December
11~~0~~.	Unidentified Day	any month of the year
12~~1~~.	Unidentified Day	any month of the year
13~~2~~.	Unidentified Day	any month of the year

Holiday Accrual

5/2 schedule	twelve (13~~2~~) days
4/10 schedule	twelve (13~~2~~) holiday shifts per calendar year
4/11 schedule	14332 ~~holiday~~ hours per calendar year
3/12 Modified Schedule	15644 ~~holiday~~ hours per calendar year.

Sworn Employees Assigned to 4/11 Work Schedule Holiday Cash Out

Sworn employees assigned to a 4-11 work schedule may request either the holiday time off, with Department approval, or may request to be paid their annual holiday accrual up to a maximum of one hundred thirty-two (132) hours as set forth below. Sworn employees transferred to, or from, a 4-11 work schedule during the calendar year shall be paid for holidays accrued while assigned to a 4-11 work schedule. Holiday Pay for

sworn employees shall be paid on the first pay check in December in the form of a separate paycheck. The Christmas holiday is to be included in Holiday Pay even though the compensation is paid before the actual Christmas holiday occurs.

Sworn employees assigned to a 4-11 work schedule may cash out up to sixty-six (66) hours of their unused holiday accrual for the calendar year (January through June) on the second paycheck in May. The remaining sixty-six (66) hours up to a total of 132 hours that may be cashed out for the calendar year shall be cashed out on the first paycheck in December of each calendar year, including the Christmas holiday of that year. Holiday accrual for the calendar year shall be either used or cashed out, as set forth herein, and shall not carry over to the following calendar year.

Holiday leave credited for the 2010 calendar year for those employees assigned to the 4/11 schedule shall be maintained in a separate leave account and may be taken as paid time off as determined by the employee with supervisory approval. Holiday leave time is use it or lose it and shall never have a cash value, even when separating employment. This leave may be carried over to subsequent years.

In addition, employees assigned to the 4/11 schedule that accrued holiday leave hours between January 1, 2011 through June 30, 2011, will have that accrued time, not to exceed sixty (60) hours, added to the holiday leave time set forth in the preceding paragraph subject to the same terms and conditions including, but not limited to, holiday leave time is use it or lose it with no cash value, even when separating employment.

Dispatchers Assigned to the 4/10 Work Schedule Holiday Compensation

Dispatch personnel assigned to the 4/10 schedule who are required to work on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day will receive the following compensation. Dispatchers required to work at least one (1) hour but less than five (5) hours shall receive two (2) hours of straight time at base salary while dispatchers who are required to work five (5) hours or more shall receive four (4) hours of straight time at base salary for such work. Independence Day and Veterans' Day, for the purpose of this bonus pay provision, will be observed on their actual days (July 4th and November 11th).

Dispatchers assigned to 3/12 Modified Schedule Holiday cash out:

Holiday accrual for the calendar year for Dispatchers assigned to the 3/12 modified schedule shall be one hundred fifty-six ~~forty four~~ (156~~44~~) hours. Dispatchers assigned to the 3/12 modified schedule may request either the holiday time off with departmental approval, or may request to be paid their annual holiday accrual. Dispatchers transferred to, or from, a 3/12 modified schedule during the calendar year shall be paid for the holidays accrued while assigned to a 3/12 modified schedule. Holiday pay for Dispatchers shall be paid on the second paycheck in May and the first paycheck in

December. The Christmas holiday is to be included in the Holiday Pay even though the compensation is paid before the actual Christmas holiday occurs.

Dispatchers assigned to the 3/12 modified schedule may cash out up to seventy-two (72) hours of their unused holiday accrual for the calendar year (January through June) on May 31st to be paid on the second paycheck in May. The remaining seventy-two (72) hours up to a total of one hundred forty-four (144) hours that may be cashed out for the calendar year shall be included in the first paycheck in December including the Christmas holiday of that year.

All unused holiday accrual shall be cashed out the first pay check in December.

26:00 SICK LEAVE ACCUMULATION AND USE

26:01 Accumulation of Sick Leave

Each full-time employee shall earn sick leave at the rate of eight (8) hours for each month worked or major portion thereof.

Sick leave earned shall be added to the employee's sick leave accumulation account on the completion of the pay period and shall be recorded on the paycheck.

26:02 Illness of Employee and Immediate Family

Sick leave earned may be applied to an absence caused by illness or injury to an employee and for medical and dental office calls, or when there is an illness or injury in the immediate family that requires an employee to be absent from duty to care for such person.

As many as six (6) eight-hour days of annual sick leave may be used for illness of the employee's immediate family. In situations where an immediate family member has a catastrophic illness and requires the employee's care, they may use additional sick leave, which will be determined on a case-by-case basis with their Department Head.

26:03 Fraction of a Day

In instances involving the use of a fraction of a day's sick leave, the minimum charge to the employee's sick leave account shall be one (1) hour. Additional actual absence in excess of one (1) hour shall be charged to the nearest full hour.

26:04 Payment for Unused Sick Leave

After completion of four (4) years continuous service, an employee may be compensated at a rate of 50% for accrued sick leave earned in the previous year less

the amount of sick leave taken. Employees may choose to sell back this amount each year on October 31st to be concurrent with vacation sellback. This check will be available on second paycheck of November. Payment shall be based on the employee's base salary as of October 16th of each year. An employee may use all accumulated sick leave until disability retirement.

Employees who leave City employment for reasons of death, retirement, or who voluntarily terminate, shall receive compensation at a rate of 25% of base salary for each hour of accumulated unused sick leave. This compensation does not apply to employees during their initial probation.

Employees who retire from the City are allowed the option of converting their remaining sick leave hours at a rate of 50% of their base salary to pay for health insurance premiums. Conversion of sick leave accrual towards PERS service credit will be allowed in lieu of sick leave cash out provisions.

27:00 MISCELLANEOUS LEAVES OF ABSENCE

27:01 Long Term Leave

Upon written request, Leave of Absence Without Pay may be granted by the City Manager to any permanent employee for a period not to exceed six (6) months for the following reasons:

A. Illness or disability not covered by sick leave.

B. Education or training which will benefit the employer.

C. Personal reasons.

In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Department Head and approved by the City Manager and the City Council.

All accumulated vacation time shall be exhausted prior to being granted leave of absence without pay.

27:02 Short Term Leave

A leave of absence without pay not to exceed forty (40) working hours may be granted a permanent employee by the Department Head.

27:03 Requests for Leave

Requests for leave of absence shall be made in writing to the Department Head. For leave of absence in excess of forty (40) hours the Department Head shall submit the request with his recommendations to the City Manager.

27:04 Return to Work

An employee who does not return to work by the date of leave expiration shall be considered to have voluntarily resigned from employment unless (in the opinion of the City Manager) there is a demonstrable reason for an extension.

27:05 Parental Leave

Parental leave without pay may be granted to male and female employees who anticipate the adoption or delivery of a child upon the request of that employee for a period not to exceed six (6) months. Prior to the granting of parental leave, the employee shall have exhausted all earned and accumulated compensatory time off, vacation, and sick leave.

27:06 Military Service Leave

Provisions in the State Code shall govern the approval for military leave. The City shall provide up to thirty (30) days per calendar year for active and inactive leave when documented by written orders. Leave days when charged to military leave bank are only charged when they fall on regular workdays.

27:07 Bereavement Leave with Pay

Not chargeable to vacation or sick leave, the conditions as reflected in Section 19:04 of the Personnel System Rules and Regulations will be followed in administering requests to use this benefit.

27:08 Donation Of Accrued Time

1. The City agrees to allow employees to donate their vacation and/or sick leave to fellow employees who have incurred catastrophic, (i.e. life threatening) illnesses or injuries and do not have sufficient time on the books to carry them through the waiting period to qualify for long term disability payments. Such cases must be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.

2. The City agrees to allow employees to donate their vacation and/or sick time to fellow employees who must care for an immediate family member who has incurred catastrophic (i.e. life threatening) illnesses or injuries. Such cases must

be approved by the City Manager. The decision of the City Manager shall be final and binding and not subject to the grievance procedure.

3. Such donations will not count towards payment for unused sick leave under Section 26:04. A maximum of eight (8) hours sick leave may be donated by an employee each time.

4. Employee's immediate family is defined as: spouse/registered domestic partner; father/mother; son/daughter; mother-in-law/father-in-law; step relations and adopted children.

28:00 EXAMINATION PROCEDURES

28:01 Bulletins

All examination announcements shall be disseminated via department e-mail at least fifteen (15) days prior to the examination.

28:02 Bulletin Contents

Examination bulletins shall contain the following information:

A. The position being tested for.

B. The minimum requirements for qualifications.

C. The passing score required clearly stated on written and oral examinations (if any).

28:03 Test Results

Each employee shall have the opportunity to review his or her examination papers and scoring on such examination papers.

28:04 Examination Protests

Protests and/or complaints with regard to examinations shall be processed through the grievance procedure. Any protest must be made in writing within ten (10) calendar days of the posting of the examination results.

28:05 Examination Panels

Examinations for promotional positions will be arranged and conducted by the

Personnel Office. A majority of evaluators will be drawn from outside of the Department. The rule of the 10-point spread will be implemented in scoring oral examinations.

28:06 Probationary Employees

No probationary employee in the bargaining unit shall be eligible to take promotional examinations.

29:00 ADMINISTRATIVE LEAVE

An employee who is under investigation may be placed on administrative leave with full pay and benefits until the investigation is completed and must be notified of reason at time of placement on administrative leave. If the investigation and administrative leave last longer than thirty (30) days, the employee shall be given reasonable notice of such extension and an estimate of the total time needed. This section shall not apply to routine citizen or other complaints of a minor nature. Administrative leave with pay shall not be considered a discredit to the employee.

30:00 COMPLAINT, GRIEVANCE DEFINITIONS

30:01 Grievance

A grievance is defined as an employee-initiated allegation that a term or condition of employment established by State law, City ordinance, resolution, Memorandum of Understanding or written departmental policy is being violated; provided, however, that such term or condition of employment is not subject to the discretion of the City or is not a subject outside of the scope of representation as defined in Section 3500 et seq. of the Government Code or the City's Employee Relations Resolution. This grievance procedure shall not apply to matters within the scope of applicable Federal or State grievance procedures.

30:02 Complaint

A complaint is defined as an employee-initiated allegation or dispute concerning items that are not defined grievances as defined herein. Complaints shall be directed through the chain of command with the Chief of Police being the final appeal location unless the Chief of Police is the subject of the complaint, then it shall be forwarded to the City Manager for final resolution.

31:00 GRIEVANCE PROCEDURE

31:01 Representation

At each step of the grievance procedure, the employee may be represented by a representative of his or her choosing.

31:02 Time Frames

The time frames established in the grievance procedure may be extended by mutual agreement of the employee and the City. Failure to meet such time frames by the employee shall constitute withdrawal of the grievance. Such failure by the City shall entitle the employee to request the next step of the procedure.

31:03 Notification

A grievance shall be submitted in writing and shall include at a minimum:

A. Nature of the grievance

B. Date when the incident occurred

C. Description of the incident

D. Rule violated

E. Specific remedy sought by the employee(s)

31:04 Steps in the Grievance Procedure

A. First Step – Informal Discussions. Employees are encouraged to discuss and resolve allegations of a grievance with their immediate supervisor within fifteen (15) working days of the occurrence causing the alleged grievance. The immediate supervisor shall inform the employee verbally of his or her decision within ten (10) working days of the initial discussion. If the employee is not satisfied with the verbal responses of the immediate supervisor, he or she may proceed to the next step.

B. Second Step – Immediate Supervisor. If the employee remains unsatisfied from the results of the first step, the grievance may be submitted in writing to the employee's immediate supervisor within ten (10) working days of the immediate supervisor's response in the first step. An attempt shall be made to resolve the grievance between the employee and his or her designated representative, if any, and the immediate supervisor. The supervisor shall deliver a written answer within ten (10) working days of the submission of the written grievance.

C. Third Step – Intermediate Supervisor. If the employee remains unsatisfied from the results of the second step, the grievance may be submitted to the immediate supervisor's supervisor, if any, within the department organization within ten (10) working days after the immediate supervisor's answer is received by the employee. After an attempt to resolve the grievance between the employee and his or her designated representative, if any, the intermediate supervisor, if any, shall deliver a written answer within ten (10) working days after submission of the grievance. If there is no intermediate supervisor, the grievance shall go directly to the Department Head.

D. Fourth Step – Department Head. If the employee remains unsatisfied from the results of the second or third step, the grievance may be submitted in writing to the employee's Department Head within ten (10) working days after the immediate or intermediate supervisor's answer is received by the employee. The Department Head shall meet with the employee and his or her designated representative, if any, within ten (10) working days after submission of the grievance to the Department Head. The Department Head shall review the grievance and may affirm, reverse, or modify the disposition made at the second and/or third step. The Department Head's answer shall be delivered in writing to the employee within ten (10) working days after the aforementioned meeting.

E. Fifth Step - City Manager. If the grievance is not satisfactorily resolved in the fourth step, the employee may appeal the decision of the Department Head to the City Manager. The appeal must be in writing and submitted within ten (10) working days of receiving the Department Head's decision. At the option of the employee, the grievance may be submitted directly to the City Manager.

31:05 Appeal to City Manager

Within ten (10) working days of submission of the grievance to the City Manager, the City Manager shall meet with the employee and his or her designated representative, if any, and other appropriate persons to assess the grievance. The City Manager may affirm, reverse, or modify the disposition of the grievance. The City Manager shall deliver a written decision to the employee within ten (10) working days after the aforementioned meeting. This decision shall be final and binding on all parties.

32:00 DISCIPLINARY PROCEDURE

32:01 Application

The Department Head will evaluate and apply necessary and appropriate disciplinary action whenever an employee fails to meet the required standards of conduct or performance. Discipline is the enforcement of conformity to policies, rules, and

regulations, and other administrative or legal requirements or practices designed to maintain a standard of cooperation and conduct necessary to carry out the service mission of the City organization successfully. The disciplinary action, when taken, shall be documented in such a manner as to be defendable at review and/or upon filing of a grievance by the disciplined employee. The concept of progressive discipline shall govern the imposition of discipline.

32:02 Types of Disciplinary Action

Disciplinary actions include written reprimands, suspensions, rank and salary demotions, and dismissal as defined below:

A. Written Reprimand. Written reprimand is a written statement from the Department Head or designee to a subordinate of an action which meets any of the grounds for disciplinary action listed in these rules. After verbal consultation, an official notification in writing by the appointing authority to the employee stating the cause(s) for dissatisfaction with his or her services and that further disciplinary measure may be taken if the cause is not corrected. Appeals regarding written reprimands may be made to the Department Head. The Department Head's findings are final. Written reprimands, and all copies, shall be purged from an employee's personnel file, or any other file, after five (5) years from the date that the document was placed in the personnel file.

B. Suspension. Suspension is the temporary separation of the employee from City service, without pay, for disciplinary purposes and not to exceed ninety (90) calendar days in one (1) calendar year.

C. Demotion in Rank or Pay. A demotion in rank or pay is a change in status resulting in a lower rate of pay. A demotion may involve movement from one salary step or from a position in one class to a position in a lower-paid class.

D. Dismissal. Dismissal is the discharge of an employee from City service for disciplinary purposes by the City Manager.

32:03 Cause for Disciplinary Action

The causes for disciplinary action include, but are not limited to, the following:

A. Insubordination, which shall consist of violation of any official regulation or order or failure to obey any proper directions made and given by a supervisor in the course of employment.

B. Incompetence, inability or failure to perform the duties required by the position, as well as willful neglect of official duty.

C. Gross carelessness in the discharge of assigned duties.

D. Substance abuse or consumption of alcoholic beverages during working hours, or reporting to work in a state of intoxication.

E. Misconduct in office or employment.

F. Presentation or use of known false information in any manner to commit or attempt to commit fraud, or the falsification or unauthorized alteration of City documents or records.

G. Repeated tardiness, excessive absences, absence without leave, or improper or unauthorized use of leave privileges or benefits.

H. Gambling for money or articles of value while on duty.

I. Careless, negligent, improper and unauthorized use of City equipment, property, or funds for private or personal purposes on duty misuse.

J. Unauthorized discussion or release of confidential informational documents or records.

K. Violation of Personnel Ordinance or Rules and Regulations or a promulgated department rule, regulation, or policy including Harassment in Employment.

L. Unlawful use, sale, or possession of narcotics, which impair job performance.

M. Refusal or failure to promptly or properly report an injury or disability arising from or in the course of employment.

N. Engaging in unauthorized or incompatible employment elsewhere, or engaging in political activities during work hours.

O. Dishonesty.

P. Conviction of a felony or conviction of a misdemeanor involving moral turpitude, including pleas of nolo contendere.

Q. Discourteous treatment of the public or other employees.

R. Violation of safety procedures, unsafe work activities or action that could result in an injury to self or others.

S. Other failure of good behavior either during or outside of duty hours, which is of such a nature that causes discredit to the City.

T. Refusal to take or subscribe to any oath or affirmation that is required by law in connection with employment.

U. Filing a false police report.

32:04 Disciplinary Procedures

When a permanent employee is to be suspended, demoted in salary or rank, or dismissed, a written notice of the proposed action is to be prepared by appointee of the Department Head, reviewed by the Personnel Officer, and then delivered to the employee, in person or by certified mail. The written notice shall include:

A. The reasons for the proposed action.

B. The charges being considered.

C. The proposed disciplinary action to be taken.

D. A statement advising that before the proposed disciplinary action takes effect, the employee may request to meet with the department head to respond to the proposed disciplinary action. The employee shall have ten (10) working days from the date the proposed disciplinary action is received to request an administrative hearing with the Department.

All charges filed against a permanent employee shall be documented in clear and concise language. The employee shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based and shall be supplied a copy of the documents. The employee is entitled to be represented at any meeting concerned with potential disciplinary action when the employee's presence is required at said meeting.

32:05 Notification of Decision

Within ten (10) working days after the employee has had the opportunity to respond in an administrative hearing to the proposed discipline and present evidence on his or her behalf, the Department Head shall notify the employee of any disciplinary action to be taken and the effective date.

32:06 Appeal of Decision – Arbitration

Advisory Arbitration

The employee may appeal the decision within ten (10) working days of receiving the

notification of disciplinary action. The appeal shall be made directly to the City Manager.

A. City Manager. The City Manager will hold a hearing with the employee within ten (10) working days of receiving the appeal. Within ten (10) working days following the conclusion of the hearing, the City Manager shall make a decision to sustain, revoke, or modify the decision of the Department Head and shall provide notice to the employee.

B. Advisory Arbitration to City Manager and City Council. For suspensions, demotions in rank or salary, or terminations, an employee may submit an appeal to the City Clerk's office within ten (10) working days of the notice of decision from the City Manager to have the matter reviewed by an arbitrator.

C. Selection of Arbitrator. Upon filing of an appeal, the City shall request a list of seven (7) hearing officers from the State Mediation and Conciliation Service. The City and employee shall alternately strike names from the list until only one (1) name remains and the remaining name shall be that of the Hearing Officer. The parties shall toss a coin to determine who will strike first.

D. Cost of Arbitrator. The cost of the arbitrator shall be borne equally by the employee and the City.

The arbitrator shall submit a written advisory opinion to the City Manager, as well as the Administrative record of the Advisory Arbitration Hearing, from which the City Manager will determine to confirm or modify the arbitrator's recommendation with ten (10) working days of receipt, and refer the aforementioned recommendation and Administrative Record to the City Council for their review and action.

The City Council shall consider this matter within thirty (30) calendar days of its referral from the City Manager and render a decision within ten (10) calendar days of considering the matter. The employee will be given an opportunity to address the City Council regarding the City Manager's determination on discipline after considering advisory arbitration prior to the City Council's final action. Said opportunity to address the Council is for a brief summation of remaining issues related to the advisory arbitrator's recommendation and the City Manager's determination. Such address does not constitute a new hearing and any action by the City Council will be based on the Administrative Record provided by the Advisory Arbitrator.

Binding Arbitration

As an alternative to Advisory Arbitration identified in Section 32:06(B) of the MOU, TAPO may appeal the disciplinary action to Binding Arbitration for terminations, demotions, suspensions of more than one (1) work day/shift, reduction-in-pay or transfers for purposes of punishment. Written Reprimands shall not be appealed to arbitration. An employee shall submit an appeal to the City Clerk's office within thirty

(30) calendar days of receiving the notice of decision from the City Manager to have the matter reviewed by an arbitrator. Failure of the employee to submit an appeal within thirty (30) calendar days of receipt shall be considered a withdrawal of appeal.

Selection of Arbitrator: Upon filing of an appeal, an arbitrator may be selected by mutual agreement between the City and the employee or his/her representative. However, should the parties fail to mutually agree on an arbitrator they shall make a joint request of the State Conciliation Service for a list of seven (7) qualified arbitrators. The arbitrator shall be selected from the list by the parties alternately striking names with the first strike determined by chance, until only one (1) name remains, and that person shall serve as arbitrator.

Cost of Arbitrator: The cost of employing the arbitrator shall be borne entirely by the City. All other costs such as, but not limited to, attorney fees, court reporter, and transcripts shall be borne only by the party incurring that cost.

Decision of Arbitrator: Unless the parties agree otherwise, the arbitrator shall render the decision in writing within sixty (60) calendar days following the close of the hearing. A copy of the written decision shall contain findings of fact which may be stated in the language of the pleadings or be referenced thereto. If requested by either party the decision shall be accompanied by findings of fact and conclusions of law.

The arbitrator shall determine whether to sustain, reject, or modify the disciplinary action against the employee and shall determine the appropriate remedy or disposition of the case. A copy of the written decision shall be transmitted to both parties. Service by mail to the employee's representative and to the employees last known address shall be sufficient for purposes of this section. A copy of the decision shall be placed in the ~~employees~~employee's personal history file. The decision of the arbitrator shall be final and binding on both parties.

33:00 SENIORITY DETERMINATIONS

Seniority shall be based upon time in rank (classification) with ties being broken by a flip of the coin.

33:01 Computation of Continuous Service

Only full-time (paid status) appointment to an allocated position shall be counted in computing seniority; contract or part-time service shall not be counted.

33:02 Break in Continuous Service

For purposes of seniority determinations, a break in continuous service is defined as not being in an active status with the City of Turlock for a period of more than ninety (90)

consecutive unpaid calendar days. Approved leaves of absence in excess of ninety (90) calendar days are not considered as a break in continuous service.

33:03 Layoff Provision

In the event of layoff, total continuous service within the City of Turlock Police Department will determine seniority for bumping purposes. In determining bumping rights, the first criteria to be used shall be time in rank (classification); the second criteria shall be continuous service time in the Turlock Police Department.

Any reduction in force will be conducted as provided by the City Personnel Systems Rules and Regulations except as provided above.

34:00 ADA COMPLIANCE

The City and TAPO acknowledge and agree that the ADA may require modification of City policy or M.O.U. provision to provide reasonable accommodation to individuals protected under the act on a case-by-case basis. The City and the Union agree to meet and confer if the accommodation will require some modification of the M.O.U. or city policy which affects any term or condition of employment or is otherwise a mandatory subject of bargaining.

Said meet and confer will be a case-by-case basis and no single accommodation shall establish a past practice.

35:00 NON-DISCRIMINATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation, action or belief, physical or mental disability medical condition, pregnancy related condition, sex, marital status or sexual orientation, or genetic history. The parties agree to recognize, respect, and support the City's commitment to nondiscrimination in employment as set forth in state and federal law.

36:00 ANTI-NEPOTISM

For the purposes of interpreting the City's Anti-Nepotism Resolution (94-005), Police/Fire Dispatchers shall not be considered as having sole authority to make assignments and, thus, do not fall within a supervisory conflict of interest relationship with Police Officers. However, should a relationship as defined in the resolution occur between a Dispatcher and an Officer for the purposes of morale, separate shift

assignments might be required to ensure a conflict of interest violation does not occur.

37:00 MAINTENANCE OF BENEFITS

Both parties recognize that there may be legally derived and legally sanctioned benefits that are currently enjoyed by Association members or the City that are not enumerated in this Memorandum of Understanding due to oversight of parties to this Agreement. Both parties agree that it is their intent that such legally derived and legally sanctioned benefits, whether they be enjoyed by the City or the employee be maintained at their current status, except as they may be amended by this Agreement or by the courts.

38:00 ATTACHMENTS (Appendices)

A. All attachments (appendices) are to be considered a part of this Memorandum of Understanding.

B. The Personnel Systems Rules and Regulations of the City of Turlock shall be incorporated herein, and any article, section, or portion of this attachment that is contrary to any other portion of this Memorandum of Understanding shall not stand.

39:00 SAVINGS CLAUSE

In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the employer and the Association agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

40:00 REOPENER

The parties agree that during the term of this MOU, either party may make proposals concerning the procedure in which contributions are made to TAPO's Retiree Health and Welfare Trust Fund through the meet and confer process. Any change, as a result of said discussions, requires a mutual agreement of the parties, during the term of this MOU.~~The parties agree that from July 1, 2025, through the expiration of this MOU, either party may make proposals concerning recognition, school resource officer scheduling, street crimes unit and corporals, and call back with the understanding that the proposals shall be non-economic and cost neutral. Any change, as a result of said discussions, requires a mutual agreement of the parties, during the term of this MOU.~~

~~40:01 PROPOSED PAYROLL AND PAYROLL CYCLE CHANGES~~

~~The parties agree to change from a 24 pay period schedule to a 26 pay period~~[JD1]~~ schedule, with paydays being made on a bi-weekly (every 2 weeks) basis, when administratively feasible.~~[JD2][JD3][JD4]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding at Turlock, California, on the dates set forth below.

TURLOCK ASSOCIATED POLICE OFFICERS

_____ _____

~~Tim Redd~~ ~~Richard Fortado~~Gregory Roton~~,~~ President Date Signed

GOYETTE AND ASSOCIATES

_____ _____

~~Paul Konsdorf~~ Tony Silva, Labor Representative Date Signed

TAPO NEGOTIATING TEAM MEMBERS

_____ _____

~~Brandon Bertram~~Richard Fortado Date Signed

_____ _____

Mike Parmley Date Signed

_____ _____

Ruth Hoover~~NAME~~

~~_____~~Date Signed

_____ _____

~~NAME~~ ~~Date Signed~~

CITY OF TURLOCK

_____ _____

~~Kevin R. Dale~~ Andrew Aller, Lead Negotiator Date Signed

_____ _____

~~Sarah Eddy~~ Jessie Dhami, Human ~~Resources Manager~~Relations Director Date Signed

TAPO
Monthly Salary Schedule

		FISCAL YEAR 2025 - 2026				
	Range	Step 1	Step 2	Step 3	Step 4	Step 5
ANIMAL CONTROL OFFICER	20.7	4799	5039	5291	5554	5832
COMMUNITY SERVICE OFFICER I	20.7	4799	5039	5291	5554	5832
EVIDENCE AND PROPERTY SPECIALIST I	20.7	4799	5039	5291	5554	5832
ANIMAL CONTROL OFFICER, SR.	21.2	4914	5161	5418	5688	5974
COMMUNITY SERVICE OFFICER II	21.2	4914	5161	5418	5688	5974
CRIME PREVENTION SPECIALIST	21.2	4914	5161	5418	5688	5974
EVIDENCE AND PROPERTY SPECIALIST II	21.2	4914	5161	5418	5688	5974
ANIMAL CONTROL SUPERVISOR	25.7	6124	6431	6753	7090	7444
CODE ENFORCEMENT SUPERVISOR	25.7	6124	6431	6753	7090	7444
INVESTIGATIONS UNIT ANALYST	26.7	6431	6753	7090	7444	7817

		FISCAL YEAR 2025 - 2026				
	Range	Step 1	Step 2	Step 3	Step 4	Step 5
EMERGENCY SERVICES DISPATCHER TRAINEE	22.3	5517	5795	6083	6388	6707
EMERGENCY SERVICES DISPATCHER I	24.0	5993	6293	6608	6938	7285
EMERGENCY SERVICES DISPATCHER II	24.5	6144	6452	6775	7113	7469
EMERGENCY SERVICES DISPATCHER, LEAD	26.0	6608	6938	7285	7649	8031
PUBLIC SAFETY COMMUNICATIONS ASSISTANT SUPERVISOR	27.6	7149	7506	7881	8275	8689
PUBLIC SAFETY COMMUNICATIONS SUPERVISOR	31.3	8560	8988	9438	9910	10406

		FISCAL YEAR 2025 - 2026				
	Range	Step 1	Step 2	Step 3	Step 4	Step 5
POLICE OFFICER I	23.7	6558	6886	7231	7593	7972
POLICE OFFICER II	26.7	7593	7972	8371	8790	9229
POLICE DETECTIVE	28.1	8124	8530	8957	9405	9875
POLICE SERGEANT	31.1	9405	9875	10369	10887	11432

REVISED AND
EFFECTIVE 12/9/25

SWORN MATRIX CHANGES

SWORN	EDUCATION	EXPERIENCE	CERTIFICATIONS	SPECIAL TRAINING
POLICE OFFICER I	~~30 College Semester Units~~ HS Diploma or Equivalent	None		Completion of Academy
POLICE OFFICER II	~~30 College Semester Units~~ HS Diploma or Equivalent	18 months as PO I	Basic Certificate	
POLICE DETECTIVE	30 College Semester Units	5yrs./3yrs. In Turlock	Intermediate Certificate	****1 yr. of TPD Investigative Assignment
POLICE SERGEANT	• 60 College Semester Units with 5 Years of Experience as a PO II with TPD, • Supervisory Experience, either 4 Years as an FTO or 2 Years as Police Corporal or 2 Years as a Police Detective with TPD **OR** • Possession of a Bachelor's degree from an accredited college or university in law enforcement or related field and 5 years' experience as a PO II with TPD		Advanced Certificate	(1) Special Assignment

****For the purposes of this matric, "Investigative Assignment" means TPD Rotational Detective – MOU Section 23:01(A)(2)(a) and Gang Enforcement Task Officer – MOU Section 23:01(A)(2)(g) and Stanislaus County Special Investigation MOU Section 23:01(K)(2)(c) and Turlock Police Department Special Investigations Unit Officer MOU Section 23:01(K)(2)(j) and Turlock Traffic Unit Officer who has completed four-years in this assignment while serving on the Major Accident Investigation Team MOU Section 23:01(A)(2)(e).

NON-SWORN MATRIX CHANGES

NON-SWORN	EDUCATION	EXPERIENCE	CERTIFICATIONS	SPECIAL TRAINING
ANIMAL ~~SERVICES~~ CONTROL OFFICER	HS diploma or equivalent	~~2 Years with Animals~~ 6 months working with animals at the level equivalent to a Kennel Attendant; 1 Year experience is desirable	PC 832 w/in 6 months AND Certificate in Euthanasia w/in 6 months	CDL
ANIMAL ~~SERVICES~~ CONTROL OFFICER, SR.	HS diploma or equivalent and 6 college semester units in related field	24 months as an ACO similar to that of the City of Turlock	PC 832 AND Certificate in Euthanasia w/in 6 months	CDL
ANIMAL ~~SERVICES~~ CONTROL OFFICER SUPERVISOR	60 College Semester Units	3 years' experience in an Animal Control Agency with 1 year in a Senior or supervisory capacity	PC 832, Certificate of Euthanasia AND completion of the National Animal Control Association Level I Training Academy or equivalent	CDL
CSO I; EVID & PROP	~~30 College Semester Units~~ HS diploma or equivalent	2 Years working with public	CSO-job related courses w/in 18 months	CDL
CSO II; EVID & PROP II	~~30 College Semester Units~~ HS diploma or equivalent	2 Years as CSO I; 2 Years as EVID & PROP I		CDL
~~NEIGHBORHOOD PRESERVATION OFFICER~~ CODE ENFORCEMENT SUPERVISOR	60 College Semester Units	~~2 Years Technical Administration~~ 2 years of experience in interpreting & enforcement of codes and regulations	PC 832 w/in 6 months of appointment	CDL

ESD TRAINEE	**HS diploma or equivalent**	**None**	**~~DOJ CLETS Workbook w/in 6 Months AND~~ Type 35 WPM**	
ESD I	**HS diploma or equivalent**	**12 Months Dispatch experience for a law enforcement or fire a agency**	**~~DOJ CLETS Workbook w/in 6 Months AND~~ Type 35 WPM**	**CAD**
ESD II	**HS diploma or equivalent**	**36 Months of Dispatching Experience OR 18 Months as a Dispatcher I with the City of Turlock**	**~~DOJ CLETS Workbook w/in 6 Months AND~~ POST Basic Dispatch Certificate AND ~~Type 45 35 WPM~~**	**CAD**
ESD ~~SENIOR~~ LEAD	**HS diploma or equivalent & 15 College Semester Units ~~& 3 Units in Supervisory Training~~**	**12 Months as a Dispatcher II with the City of Turlock**	**DOJ CLETS Workbook AND POST Basic Dispatch Certificate ~~AND Type 45 35 WPM~~**	**CAD**
Public Safety Comm Asst Supv	**HS diploma or equivalent & 20 College Semester Units**	**1 Year Experience as a Lead Emergency Services Dispatcher with the City of Turlock**	**DOJ CLETS Workbook AND POST Basic Dispatch Certificate**	**CAD**
Public Safety Comm Supv	**Possession of an Associate's Degree OR minimum of 20 units at time of appointment and be enrolled in a two-year college and obtain an Associate's Degree within 36 months of date of appointment**	**3 years' experience in a public safety agency in a dispatch related area. 1 of the 3 years of experience shall be in a lead or supervisory capacity**		**CAD**

I. PURPOSE

It is the intention of this policy to eliminate and prevent substance abuse and its effects in the workplace. While the City of Turlock has no intention of intruding into the private lives of its employees, involvement with drugs and alcohol off the job can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence and influence of drugs and alcohol on the job, and the influence of these substances on employees during working hours are inconsistent with this objective. For definition purposes throughout this policy, "impair" or "impairment" shall be considered use by an employee of alcohol and/or all substances, drugs, or medication, legal or illegal, which impairs an employee's ability, physically and/or mentally to perform safely and effectively the functions and duties of his or her position.

Employees who think they may have an alcohol or drug usage problem are urged to seek on their own volition confidential assistance from the Employee Assistance Program. Although not legally required as a public employer, the City of Turlock will be supportive in accordance with Labor Code 1025 et seq. of those who seek help voluntarily, the City cannot and will not tolerate performance problems caused by substance abuse.

This policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of City managers and employees. To that end, the City will act to prevent and/or eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which impair an employee's ability safely and effectively to perform the functions of the particular job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the City's reputation. All employees covered by this policy should be aware that violations of this policy may result in discipline, which includes but is not limited to termination.

In recognition of the public service responsibilities entrusted to the employees of the City, and that drug and alcohol usage can impair an employee's ability both mentally and physically to perform the duties and functions safely and effectively, the following policy is agreed upon.

II. POLICY

It is city policy that employees shall not be impaired by alcohol or drugs; nor possess alcohol or illegal drugs at the assigned work sites. Employees shall not have their ability to work impaired as a result of the use of alcohol or drugs.

It is city policy that no alcoholic beverages are permitted at the assigned work site unless expressly authorized by the City Manager.

It is the duty of the employee to notify his/her supervisor before beginning work, after taking prescribed medications or drugs which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of equipment. Failure to notify the supervisor may result in the employee being disciplined, up to and including termination. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from a qualified medical practitioner may be required by the Department Head or his/her designee. Such clearance may be obtained by the employee on City time and at City expense if the employee is directed to obtain the verification prior to commencing or resuming his/her assigned duties. Use of City time must be reasonable and no overtime liability shall be incurred. In the event such clearance cannot be obtained, a good faith effort shall be made to find modified duty. Modified duty in this case is not subject to the Grievance Procedure.

The City reserves the right to search, without consent or warrant, all areas and property in which the City maintains control or joint control with the employee. Controlled and jointly controlled areas include City vehicles, offices, desks, file cabinets, lockers, etc. Notwithstanding the above, no employee shall have his/her personal locker or other personal storage space for storage that may be assigned exclusively to him/her searched except in his/her presence, or with his/her consent, or unless a valid search warrant has been obtained. This section shall apply only to lockers or other space for storage that are owned or leased by the City. All such searches shall be based on probable cause. "Probable cause" as used in this policy shall have the same meaning as when applied in California criminal law. The City may notify the appropriate law enforcement agency that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the City.

Refusal to submit immediately to a medical examination, subject to Section VI of this policy, based on probable cause for suspicion of drug or alcohol impairment while on duty when ordered by the Department Head or his/her designee may constitute insubordination and may be grounds for discipline which includes but is not limited to termination. For the purpose of this policy, designee shall be defined as the Assistant Department Head or other City manager who is assigned the authority to act for the Department Head in his/her absence.

Employees displaying objective symptoms of alcohol or drug impairment shall be prevented from engaging in further work and shall remain at the work site for a reasonable time until he/she can be safely transported from the work site.

The City is committed to providing reasonable accommodation as provided under Labor Code 1025 et seq. to any employee who enters a drug rehabilitation program.

The City has established a voluntary Employee Assistance Program ("EAP") to assist those employees who seek help for alcohol or drug problems. Employees should contact their supervisor or Personnel for additional information.

III. APPLICATION

This policy applies to all employees of the City in the classifications covered by this Memorandum of Understanding. This policy applies to alcohol and to all substances, drugs or medication, legal or illegal, which impair an employee's ability to perform his/her assigned functions and duties.

IV. EMPLOYEE RESPONSIBILITIES

An employee must:

A. not report to work or be subject to duty (on-call) while his/her physical and/or mental ability to perform job duties is impaired from on- or off-duty alcohol or drug use;

B. not possess impairing drugs (illegal drugs and prescription drugs without a prescription) during working hours or while subject to duty, on breaks, or at any time while at the assigned work site;

C. not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either or both employees are on duty;

D. submit immediately to a medical examination when ordered, in writing by a Department Head or designee when probable cause exists that the employee is either physically or mentally unable to perform the duties of his/her position;

E. notify his/her supervisor before beginning work or prior to taking any medically prescribed medication or drugs at work which the employee has knowledge or has been medically advised that the prescribed medication could interfere with the safe and effective performance of duties or operation of City equipment;

F. provide within two (2) work days of request, bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a medical examination reveals the presence of such drugs or medications. Extensions of time beyond the two work days may be granted upon the showing of good cause. The prescription must be in the employee's name;

G. must abide by the regulation of the Drug-Free Workplace Act of 1988. Thus, such employees who are convicted of any criminal drug statute for a violation occurring in the workplace must notify personnel no later than five (5) days after the conviction. Once the City is notified of the conviction, it must then notify the appropriate federal agency of the conviction. With respect to any employee so convicted, the City will take appropriate action up to and including termination. As a condition of continued employment, the City may require the convicted employee to participate satisfactorily in a generally recognized drug abuse rehabilitation program. A felony conviction for possession or sale of illicit drugs will be cause for termination.

V. MANAGEMENT RESPONSIBILITIES AND GUIDELINES

A. Department Heads or their designees are responsible for reasonable enforcement of this policy;

B. A Department Head or designee may order in writing an employee to submit to a medical examination when the Department Head or his/her designee has probable cause to believe that an employee is intoxicated or otherwise impaired by drugs or alcohol while on the job or receiving compensation for on-call duty and thereby subject to being called and is not physically and/or mentally able to perform the duties of his/her position. The medical examination may include sampling of urine for purposes of testing for alcohol or drugs;

C. A Department Head or designee ordering an employee to undergo a medical examination shall document in writing the facts constituting probable cause that the employee in question is intoxicated or impaired by alcohol or drugs prior to the request for the medical exam;

D. A Department Head or designee encountering an employee who refuses an order to submit to a medical examination shall remind the employee of the requirements and disciplinary consequences of this policy. Where there is probable cause to believe that the employee is at that time impaired by alcohol or drugs, the employee shall remain at work site for a reasonable time until he/she can be safely transported home or removed to another appropriate location;

E. A Department Head or designee shall not physically search the person of an employee, nor shall they search the personal possessions of an employee without the freely and voluntarily given written consent by the employee;

F. Management employees and non-management supervisors shall notify their Department Head or designee when they have probable cause to believe that an employee may have illegal drugs in his or her possession or in an area not jointly or fully controlled by the City. If the Department Head or designee concurs that there is

probable cause to suspect illegal drug possession, the Department Head or designee shall notify the appropriate parties, including the Personnel Officer or designee.

G. The Department Head or designee may have due consideration to successful completion of a generally recognized substance abuse treatment program when determining what, if any, disciplinary action to impose on an employee for violations related to drug or alcohol abuse.

VI. MEDICAL EXAMINATION AND PROCEDURE

The medical examination may test for any substance which could physically and/or mentally impair an employee's ability to perform safely and effectively the functions and duties of the job, including, but not limited to prescription medications, heroin, cocaine, morphine, and its derivatives, P.C.P., methadone, barbiturate, amphetamines, marijuana, other cannabinoids, and other illegal substances defined by state law.

An employee shall have the right to representation and the employee shall be informed of the right to representation prior to any meeting to be held for the primary purpose to investigate allegations of drug or alcohol impairment, and/or illegal sales or possession; and if the allegations were subsequently found to be true, formal disciplinary action would result. (Employees have the right to waive representation.) Employees shall have the right to have a representative present prior to being medically examined for probable cause to suspect use. The representative must be available and present within a reasonable time from the time of the request. The City reserves the right to administer a medical examination within two hours of the call to the representative, depending upon the circumstances.

A second specimen shall be obtained and maintained by the laboratory facility. Within forty-five (45) days of the receipt of a notice of intended discipline the employee or his/her representative may request and secure the specimen at the employee's or the representative's expense. It is the affirmative obligation of the employee or representative to request the second specimen from the City.

VII. RESULTS OF MEDICAL EXAMINATION

A. Alcohol/Drug Tests

1. A positive result from a drug and/or alcohol test obtained during a medical examination may result in disciplinary action up to and including termination.

2. If a drug screen is positive, the employee must provide within two (2) work days of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. Extension of the time beyond the two work days may

be granted upon the showing of good cause. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or the employee has not previously notified his/her supervisor that he/she has taken impairing prescription medication, the employee will be subject to disciplinary action up to and including termination.

3. If an alcohol or drug test is administered during the medical examination and is positive for alcohol or drugs, the City shall conduct an investigation to gather all relevant facts. The decision to impose discipline of less than termination or to discharge will be carried out in conformance with the Appeals Procedure provided in the Memorandum of Understanding between the Turlock Associated Police Officers and the City of Turlock.

4. Testing and reporting of test results will follow the guidelines as established by the Department of Health and Human Services as promulgated in Volume 53, No. 69 of the Federal Register as incorporated herein and made a part of this policy by reference.

VIII. CONFIDENTIALITY

Medical or laboratory reports or test results shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Personnel Department. The reports or test results may be disclosed to City management on a strictly need-to-know basis and to the employee on written request. Disclosures without employee consent may also occur when:

A. the information is compelled by law or by judicial or administrative process;

B. the information has been placed at issue in a formal dispute between the City and the employee;

C. the information is to be used in administering an employee benefit plan;

D. the information is needed by medical personnel for the diagnosis or treatment of the employee who is unable to authorize disclosure.

California Public Employees' Retirement System
Actuarial Office
P.O. Box 942701
Sacramento, CA 94229-2701
TTY: (916) 795-3240
(888) 225-7377 phone · (916) 795-2744 fax
www.calpers.ca.gov

April 6, 2011

Sarah Tamey Eddy
Human Resources Manager
156 S. Broadway, Suite 235
Turlock, CA 95380

Dear Ms. Eddy

This letter gives information on the maximum amount of employee cost share for your Miscellaneous, Safety Fire and Safety Police Plans. Current Public Employee Retirement Law allows permanent cost sharing of the normal cost (NC) and 20 years of cost sharing due to the increase in unfunded liability (UL) from some past amendment. The 20 years of cost sharing due to the increase in unfunded liability begins from the effective date of the contract amendment. The tables that follow lay out all the necessary information for the maximum amount of cost sharing:

	Miscellaneous Plan	Safety Fire Plan	Safety Police Plan
Amendment	2.7%@55	3%@50	3%@50
Effective Date	1/1/2008	7/1/2004	7/1/2004
NC Increase	1.870%	4.556%	4.104%
UL Increase	3.336%	9.437%	7.425%
Temporary Cost Share	5.206%	13.993%	11.529%
Temporary Expiration Date	1/1/2028	7/1/2024	7/1/2024
Permanent Cost Share	1.870%	4.556%	4.104%

Remember that these are maximum cost share amounts. Actual cost share amounts can be anything up to the amounts listed above. Should you have any questions, I can be reached at 916-795-1410.

Sincerely,

Rick Santos, CFA, ASA, MAAA
Senior Pension Actuary, CalPERS

APR 12 2

City Council Staff Report

June 23, 2026

From:	Jessie Dhami, Human Relations Director
Prepared by:	Darlene Ingersoll, Principal HR Analyst
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the salary range of Water Resources Analyst II, Turlock City Employees Association (TCEA), range 30.3 and amending the TCEA Salary Schedule effective July 1, 2026.

2. NARRATIVE:

On December 9, 2025, Council approved the job description of Water Resources Analyst I/II as part of the Classification Study Final Report. On February 24, 2026, Council approved an augmentation, as part of the (Mid-Year) Amendments to the Fiscal Year 2025-2026 Budget, of reclassification of Environmental Compliance Inspector to Water Resources Analyst I, Turlock City Employees Association (TCEA), range 27.3, effective March 1, 2026. The amended TCEA Salary Schedule is now being brought forward for Council approval.

Staff recommends TCEA, range 30.3, for the position of Water Resources Analyst II. This provides an alignment with other comparable positions, provides a broader salary range within the series of Water Resources Analyst I/II, since there is not a senior classification and also provides employee growth and advancement opportunities.

The position is represented by TCEA for labor relations purposes and TCEA has no concerns with the recommended salary range.

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

3. FISCAL IMPACT / BUDGET AMENDMENT:

Adequate funds have been requested through the FY 2026-2027 budget process.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists

of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

5. ALTERNATIVES:

Council may choose not to approve the requested item and direct staff accordingly.

6. ATTACHMENTS:

1. Draft Resolution
2. TCEA Salary Schedule

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE SALARY RANGE OF WATER RESOURCES ANALYST II, TURLOCK CITY EMPLOYEES ASSOCIATION (TCEA), RANGE 30.3 AND AMENDING THE TCEA SALARY SCHEDULE EFFECTIVE JULY 1, 2026	**RESOLUTION NO. 2026-**

WHEREAS, on December 9, 2025, City Council approved job descriptions as part of the Classification Study Final Report including Water Resources Analyst I/II; and

WHEREAS, on February 24, 2026, City Council approved Water Resources Analyst I, TCEA, range 27.3 and now TCEA Salary Schedule is brought forward for Council approval; and

WHEREAS, staff recommends TCEA, range 30.3 for the position of Water Resources Analyst II; and

WHEREAS, the position is represented by TCEA for labor relations purposes and TCEA has no concerns with the recommended salary range; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the salary range of Water Resources Analyst II, Turlock City Employees Association (TCEA), range 30.3 and amending the TCEA Salary Schedule effective July 1, 2026.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Nichole Fiez, City Clerk
City of Turlock, County of Stanislaus,
State of California

TCEA MONTHLY SALARY SCHEDULE
EFFECTIVE 7/1/26

	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
		MONTHLY	MONTHLY	MONTHLY	MONTHLY	MONTHLY
OFFICE ASST I	13.9	3582	3761	3949	4147	4354
FACILITIES MAINTENANCE ASSISTANT	15.2	3814	4004	4205	4415	4636
ACCOUNT CLERK I	15.2	3814	4004	4205	4415	4636
OFFICE ASST II	15.9	3949	4147	4354	4572	4800
TRAFFIC TECHNICIAN TRAINEE	16.6	4085	4289	4504	4729	4965
ACCOUNT CLERK II	17.2	4205	4415	4636	4867	5111
FIELD SERVICES TECHNICIAN	17.2	4205	4415	4636	4867	5111
MAINTENANCE WORKER I	17.2	4205	4415	4636	4867	5111
SHIPPING & RECEIVING INVENTORY SPECIALIST	17.2	4205	4415	4636	4867	5111
FLEET MAINT SERVICE WKR	17.9	4354	4572	4800	5040	5292
COMMUNITY SERV COORDINATOR	18.0	4371	4589	4819	5060	5313
PARTS CLERK	18.2	4415	4636	4867	5111	5366
ACCOUNTS PAYABLE CLERK	19.2	4636	4867	5111	5366	5634
ACCOUNT CLERK, SR.	19.2	4636	4867	5111	5366	5634
MAINTENANCE WORKER II	19.2	4636	4867	5111	5366	5634
CODE COMPLIANCE TECHNICIAN	19.2	4636	4867	5111	5366	5634
PLANNING ASSISTANT	19.2	4636	4867	5111	5366	5634
SECRETARY	19.2	4636	4867	5111	5366	5634
UTILITIES MAINTENANCE WORKER I	19.4	4682	4916	5162	5420	5691
WATER CONSERVATION WORKER	19.4	4682	4916	5162	5420	5691
TRAFFIC TECHNICIAN I	19.6	4729	4965	5214	5474	5748
CODE ENFORCEMENT OFFICER	20.2	4867	5111	5366	5634	5916
BUILDING INSPECTOR, TRAINEE	20.8	5015	5266	5529	5806	6096
FLEET MAINTENANCE MECHANIC I	20.9	5040	5292	5557	5835	6126
NEIGHBORHOOD SERVICES TEC	21.0	5060	5313	5579	5857	6150
POLICE RECORDS TECHNICIAN	21.0	5060	5313	5579	5857	6150
STAFF SERVICES ASSISTANT	21.0	5060	5313	5579	5857	6150
LABORATORY ANALYST I	21.1	5085	5339	5606	5887	6181
ACCOUNTING TECHNICIAN	21.2	5111	5366	5634	5916	6212
MAINTENANCE WORKER, SR.	21.2	5111	5366	5634	5916	6212
SECRETARY, SR.	21.2	5111	5366	5634	5916	6212
COMMUNITY DEV-SERVICE TEC	21.3	5136	5393	5663	5946	6243
UTILITIES MAINTENANCE WORKER II	21.4	5162	5420	5691	5976	6274
WASTEWATER PLANT OPERATOR I	21.9	5292	5557	5835	6126	6433
WATER TREATMENT PLANT OPERATOR I	21.9	5292	5557	5835	6126	6433
ADMINISTRATIVE ASSISTANT, PUBLIC SAFETY	22.0	5313	5579	5857	6150	6458
ADMINISTRATIVE ASSISTANT	22.0	5313	5579	5857	6150	6458
PERMIT TECHNICIAN	22.5	5447	5719	6005	6306	6621
FLEET MAINTENANCE MECHANIC II	22.9	5557	5835	6126	6433	6754
PLANNING TECHNICIAN	23.0	5579	5857	6150	6458	6781
PURCHASING SPECIALIST	23.0	5579	5857	6150	6458	6781
RECREATION COORDINATOR	23.0	5579	5857	6150	6458	6781
STAFF SERVICES TECHNICIAN	23.0	5579	5857	6150	6458	6781
CRIME AND COMMUNITY INFORMATION ANALYST	23.2	5634	5916	6212	6523	6849
PUBLIC SAFETY BUSINESS ANALYST	23.2	5634	5916	6212	6523	6849
SECRETARY, SUPERVISING	23.2	5634	5916	6212	6523	6849
MAINTENANCE TEAM LEADER	23.2	5634	5916	6212	6523	6849
UTILITIES MAINTENANCE WORKER, SR.	23.4	5691	5976	6274	6588	6917
LAND SURVEYING TECHNICIAN I	23.6	5748	6035	6337	6654	6987
POLICE RECORDS TECHNICIAN, SR.	23.6	5748	6035	6337	6654	6987
TRAFFIC TECHNICIAN II	23.6	5748	6035	6337	6654	6987

TCEA MONTHLY SALARY SCHEDULE
EFFECTIVE 7/1/26

	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
WASTEWATER PLANT OPERATOR II	23.9	5835	6126	6433	6754	7092
BUILDING INSPECTOR I	24.1	5887	6181	6490	6815	7155
FIRE PREVENTION INSPECTOR	24.1	5887	6181	6490	6815	7155
LABORATORY ANALYST II	24.1	5887	6181	6490	6815	7155
ACCOUNTANT I	24.2	5916	6212	6523	6849	7191
PLANNER, ASSISTANT	24.3	5946	6243	6555	6883	7227
HOUSING FINANCE SPECIALIST, TRAINEE	24.3	5946	6243	6555	6883	7227
FLEET MAINTENANCE MECHANIC, SR.	24.9	6126	6433	6754	7092	7447
ELECTRICAL/MECHANICAL TECHNICIAN I	25.0	6150	6458	6781	7120	7476
INFORMATION TECHNOLOGY TECHNICIAN	25.2	6212	6523	6849	7191	7551
HOUSING FINANCE SPECIALIST I	25.3	6243	6555	6883	7227	7588
HOUSING REHABIL. SPEC I	25.3	6243	6555	6883	7227	7588
HOUSING REHABILITATION SPECIALIST / INSPECTOR TRAINEE	25.3	6243	6555	6883	7227	7588
HOUSING PROGRAM SPECIALIST I	25.3	6243	6555	6883	7227	7588
FIRE OPERATIONS SUPPORT ANALYST	25.6	6337	6654	6987	7336	7703
PLANS EXAMINER I	25.6	6337	6654	6987	7336	7703
PURCHASING COORDINATOR	25.6	6337	6654	6987	7336	7703
TRAFFIC TECHNICIAN, SR.	25.6	6337	6654	6987	7336	7703
WASTEWATER PLANT OPERATOR, SR.	25.9	6433	6754	7092	7447	7819
LABORATORY ANALYST, SR.	26.1	6490	6815	7155	7513	7889
ACCOUNTANT II	26.2	6523	6849	7191	7551	7928
HOUSING REHABIL. SPEC II	26.3	6555	6883	7227	7588	7968
HOUSING FINANCE SPECIALIST II	26.3	6555	6883	7227	7588	7968
HOUSING PROGRAM SPECIALIST II	26.3	6555	6883	7227	7588	7968
UTILITIES SUPERVISOR, ASSISTANT	26.4	6588	6917	7263	7626	8008
MAINTENANCE SUPERVISOR, ASSISTANT	26.4	6588	6917	7263	7626	8008
ELECTRONIC/INSTRUMENTATION TECHNICIAN	27.0	6781	7120	7476	7850	8242
ELECTRICAL/MECHANICAL TECHNICIAN II	27.0	6781	7120	7476	7850	8242
WATER TREATMENT PLANT OPERATOR II	27.0	6781	7120	7476	7850	8242
MAINTENANCE TECHNICIAN II	27.0	6781	7120	7476	7850	8242
BUILDING INSPECTOR II	27.1	6815	7155	7513	7889	8283
HOUSING REHABILITATION SPECIALIST / INSPECTOR I	27.1	6815	7155	7513	7889	8283
PUBLIC WORKS CONSTRUCTION INSPECTOR	27.1	6815	7155	7513	7889	8283
INFORMATION TECHNOLOGY ANALYST I	27.2	6849	7191	7551	7928	8325
PLANNER, ASSOCIATE	27.3	6883	7227	7588	7968	8366
REDEV/ECON DEV ANALYST	27.3	6883	7227	7588	7968	8366
TRANSIT PLANNER	27.3	6883	7227	7588	7968	8366
WATER RESOURCES ANALYST I	27.3	6883	7227	7588	7968	8366
ENVIRONMENTAL COMPLIANCE INSPECTOR	27.4	6917	7263	7626	8008	8408
ENGINEERING PROJECT COORDINATOR	27.6	6987	7336	7703	8088	8492
COORDINATOR FOR UNSHELTERED/HOMELESS PROGRAMS	27.6	6987	7336	7703	8088	8492
LAND SURVEYING TECHNICIAN II	27.6	6987	7336	7703	8088	8492
PLANT OPERATOR, LEAD	27.9	7092	7447	7819	8210	8620
PARKS,REC & PUB FAC SUPERVISOR	27.9	7092	7447	7819	8210	8620
RECREATION SUPERVISOR	27.9	7092	7447	7819	8210	8620
STAFF SERVICES ANALYST	28.0	7120	7476	7850	8242	8654
FLEET MAINTENANCE SUPERVISOR	28.5	7300	7665	8048	8450	8873
PLANS EXAMINER II	28.6	7336	7703	8088	8492	8917
ELECTRONIC/INSTRUMENTATION TECHNICIAN, SR.	29.0	7476	7850	8242	8654	9087
ELECTRICAL/MECHANICAL TECHNICIAN, SR.	29.0	7476	7850	8242	8654	9087
INSTRUMENT AND CONTROL TECHNICIAN, SR.	29.0	7476	7850	8242	8654	9087
MAINTENANCE TECHNICIAN, SR.	29.0	7476	7850	8242	8654	9087
WATER TREATMENT PLANT OPERATOR, SR.	29.0	7476	7850	8242	8654	9087

TCEA MONTHLY SALARY SCHEDULE
EFFECTIVE 7/1/26

	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
HOUSING REHABILITATION SPECIALIST / INSPECTOR II	29.2	7551	7928	8325	8741	9178
INFORMATION TECHNOLOGY ANALYST II	29.2	7551	7928	8325	8741	9178
ENGINEER, ASSISTANT	29.6	7703	8088	8492	8917	9363
ELECT/MECH MAINTENANCE SUPV, ASST	30.0	7850	8242	8654	9087	9541
BUILDING INSPECTOR, SR.	30.1	7889	8283	8697	9132	9589
PUBLIC WORKS CONSTRUCTION INSPECTOR, SR.	30.1	7889	8283	8697	9132	9589
ASSET ANALYST	30.3	7968	8366	8785	9224	9685
PLANNER, SR.	30.3	7968	8366	8785	9224	9685
TRANSIT ANALYST	30.3	7968	8366	8785	9224	9685
WATER RESOURCES ANALYST II	30.3	7968	8366	8785	9224	9685
UTILITIES SUPERVISOR	30.4	8008	8408	8829	9270	9733
POLICE RECORDS SUPERVISOR	30.4	8008	8408	8829	9270	9733
WATER QUALITY CONTROL LABORATORY SUPERVISOR	30.4	8008	8408	8829	9270	9733
WATER QUALITY CONTROL SUPERVISOR	30.4	8008	8408	8829	9270	9733
FINANCIAL CUSTOMER SERVICES SUPERVISOR	30.4	8008	8408	8829	9270	9733
PURCHASING SUPERVISOR	30.4	8008	8408	8829	9270	9733
ACCOUNTANT III	31.2	8325	8741	9178	9637	10119
PLANS EXAMINER, SR.	31.6	8492	8917	9363	9831	10323
ENGINEER, ASSOCIATE	31.6	8492	8917	9363	9831	10323
LAND SURVEYOR, ASST	31.6	8492	8917	9363	9831	10323
PUBLIC WORKS CONSTRUCTION INSPECTOR, SENIOR - ROADS	32.1	8697	9132	9589	10068	10572
ELECTRICAL/MECHANICAL MAINTENANCE SUPERVISOR	33.0	9087	9541	10018	10519	11045
MAINTENANCE SUPERVISOR	33.0	9087	9541	10018	10519	11045
WATER TREATMENT PLANT OPERATIONS SUPERVISOR	33.0	9087	9541	10018	10519	11045
PLANNER, PRINCIPAL	33.6	9363	9831	10323	10839	11381
CIVIL ENGINEER, ASSOCIATE	33.6	9363	9831	10323	10839	11381
LAND SURVEYOR	33.6	9363	9831	10323	10839	11381
INFORMATION TECHNOLOGY ANALYST, SR.	34.2	9637	10119	10625	11156	11714
CIVIL ENGINEER, SR.	35.6	10323	10839	11381	11950	12547
GIS COORDINATOR	36.2	10625	11156	11714	12299	12914
INFO TECH COORDINATOR	36.2	10625	11156	11714	12299	12914

City Council Staff Report

June 23, 2026

From:	Adrienne Werner, Development Services Director
Prepared by:	Adrienne Werner, Development Services Director
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Make a CEQA determination and take action on the appeal of the April 2, 2026, Planning Commission decision to uphold the administrative decision declaring Building Permit #25-1123 valid.

2. NARRATIVE:

DISCUSSION OF ISSUE:

Shawn Sheridan ("appellant") filed an appeal challenging the City's administrative determination regarding Building Permit #25-1123 issued for work related to exterior stair construction at the apartment complex located at 290 N. Thor Street.

Mr. Sheridan alleges that the permit was improperly issued under an owner-builder designation and asserts that the individual who applied for the permit did not have legal authority to do so. The appeal also raises concerns regarding field modifications to the approved plans and potential life-safety issues associated with the stair construction.

Through the appeal, Mr. Sheridan has requested that the City revoke Building Permit #25-1123 and require that future construction be completed under a new permit issued to the legal property owner and constructed by a licensed contractor.

BACKGROUND

On July 11, 2025, the Building and Safety Division received a complaint regarding the exterior stairway lighting and deteriorating stairs at 290 N. Thor Street. On July 28, 2025, the building inspector verified the complaint and followed up in writing to the property owner(s) notifiying them of the complaint, the Turlock Municipal Code (TMC) violations and requested the property owner contact the Building & Safety Division by August 11, 2025 so staff can assist them in correcting the TMC violations and clearing the complaint. No contact from the property owners was received by the deadline; therefore, a second letter was sent to the property owners on August 12, 2025, again outlining the code violations and requesting they contact the Building & Safety Division by August 26, 2025.

On September 5, 2025, the Building & Safety Division received an application for the repair/replacement of two sets of stairs for the apartment building at 290 N. Thor Street. The plan check review process began on September 25, 2025. The building permit and plans were approved on November 26, 2025, and the building permit issued on December 9, 2025.

Construction on the stairs for 290 N. Thor Street, #202 began in January 2026. Construction and inspection of the stairs at 290 N. Thor Street, #202 began first to allow the contractor to work through any issues with the building staff prior to beginning construction of the stairs leading to 290 N. Thor Street, #200. The first inspection for the footings was done on January 28, 2026. On February 10, 2026, the building inspector was onsite for an inspection on the first set of stairs and a Notice to Contractor/Builder was issued noting items that needed to be corrected prior to scheduling the next inspection.

On February 9, 2025, building department staff, legal staff, and the Development Services Director met with Mr. Sheridan to discuss his concerns regarding the building permit and the repair/replacement of the stairs at 290 N. Thor Street. During the course of the meeting, Mr. Sheridan alleged that the building permit was issued fraudulently based on the signature of the property owner on the permit and the owner-builder acknowledgment form. The building staff and the Director concluded the meeting affirming the building permit and plans were valid.

Subsequently, on February 13, 2026, the City Attorney's office concluded, after review of the files, there was nothing to warrant stopping the construction of the stairs.

After discussion with Mr. Sheridan on March 2, 2026, the Interim City Manager also affirmed the validity of the building permit.

On March 9, 2026, Mr. Sheridan filed an appeal, with the City Clerk's office disputing the Development Services Director and Interim City Manager's determination that the building permit is valid.

In response to the receipt of the March 9, 2026, appeal submitted to the City Clerk's office and at the request of the appellant, the Interim City Manager directed the Building & Safety Division to issue a Stop Work Order. Construction of the exterior stairs immediately ceased and would not resume until a decision regarding the appeal was rendered.

BUILDING PERMIT APPLICATION

Anyone may apply for a building permit. However, permits can only be issued to the property owner, a licensed contractor, or an authorized agent of either with a completed owner-builder form. Authorization is verified by reviewing a copy of a driver's license or through a notarized document.

The original authorized agent form submitted for Building Permit 25-1123 was later questioned by the appellant. Because our standard process is to verify identification without retaining copies of the individual's driver's licenses, we did not keep a copy of the driver's license on file. To address the concern and confirm that the permit was properly authorized, staff requested that the property owner complete an updated owner-builder form. On February 18, 2026, the updated form and copies of driver's licenses were provided to the Building & Safety Division and retained for verification.

Based on the updated documentation submitted to the Building & Safety Division, it was confirmed that Armando Garcia Sr. authorized Armando Garcia Jr. to act on his behalf.

Furthermore, Armando Garcia Jr. is a State of California licensed contractor and as such would have been able to pick up the building permit in that capacity as well.

PLANNING COMMISSION

As provided in the Turlock Municipal Code, any action or decision made by the Building & Safety Division may be appealed to the Planning Commission.

The Turlock Municipal Code Section 1-4-01 Right to Appeal states:

> *(a) Planning appeals. Any action or decision of the Planning, Development Engineering, or Building and Safety Division of Community Development Services may be appealed to the Planning Commission. Any action or decision of the Planning Commission may be appealed to the City Council.*

As noted in the Turlock Municipal Code, the Planning Commission serves as the decision-making body responsible for reviewing the administrative determination. The Planning Commission's role was very narrow. The Planning Commission's role was not to re-perform building plan review or construction inspection, but rather to determine whether the administrative determination was made appropriately under the City's procedures and applicable regulations.

The primary issues raised by the appellant and brought forward to the Planning Commission were:

1. Whether the permit applicant had the legal authority to apply for the building permit.

   As noted above, anyone may apply for a building permit. Osvaldo Reyes completed, signed, and electronically submitted the application and plans electronically to the Building & Safety Division through the online link. Likewise, in response to the plan check comments Mr. Reyes received on October 29, 2025, he uploaded the re-submittal application and corrections on November 24, 2025.

2. Whether the permit was appropriately issued under an owner-builder designation.

   Building Permit #25-1123 was signed on December 29, 2025 and issued to Armando Garcia. Armando Garcia's driver's license was provided to staff to confirm the signature of the permit holder. In accordance with City policy, the driver's license is used for identification and is not retained on file. Upon receiving the complaint from the appellant, staff requested the property owner update the owner-builder acknowledgement form. The updated forms and driver's licenses were received by the Building & Safety Division on February 18, 2026.

3. Whether modifications to the permitted construction occurred without appropriate review or approval.

The appeal and addendum assert that construction deviates from approved plans. Under the California Building Code, any deviation from approved plans is addressed through:

- **Field inspections**
- **Correction notices**
- **Plan revisions (if required)**

On February 10, 2025, the building inspector inspected the construction of the stairs at 290 N. Thor Street. The building inspector provided a Notice to Contractor/Builder (NTB) as well as an email updating items found during the inspection that needed to be corrected. Instead of a simple "failed" notice, the NTB and email explicitly state what needs to be fixed or modified to meet requirements. The notice serves as a reference for the next inspection, allowing the inspector, and the contractor, to confirm that issues from previous inspections have been addressed. Re-inspection is required once the items on the list are completed. These are technical enforcement matters under the authority of the Building Division.

4. Whether the construction poses potential safety concerns.

The appellant raises concerns regarding potential safety issues associated with the stair construction. Life-safety compliance is governed by the California Building Code and is verified through the City's standard processes, which include:

- **Plan review**
- **Field inspections**
- **Identification and correction of deficiencies prior to final approval**

During the course of construction, City building inspection staff conducted site inspections of the work associated with Building Permit #25-1123. Based on the inspection(s) performed to date, the Building Inspector did not identify or document conditions that would classify the stair construction as unsafe at the time of inspection.

It is important to note that inspections are conducted at specific stages of construction to verify compliance with applicable code requirements. The absence of identified safety violations during inspection indicates that, at the time of inspection, the work observed was not found to present an immediate life-safety hazard under the standards of the California Building Code.

The existence of an active building permit does not exempt a project from compliance with all applicable safety requirements. Any deficiencies identified through subsequent inspections or review must be corrected prior to final approval. The Building Division retains authority to require corrections,

withhold final approval, or take enforcement action if conditions are later determined to be noncompliant or unsafe.

At the April 2, 2026, Planning Commission meeting, the Planning Commission reviewed the building permit application and documents and the application for appeal. The Planning Commission's role was limited in scope. The Planning Commission was tasked with deciding whether the administrative determination by the Development Services Director and the Interim City Manager, regarding the building permit, was valid.

After staff presentation and testimony from the public, the Planning Commission voted 7-0 to deny the appeal and uphold the administrative decision declaring Building Permit #25-1123 valid.

After the April 2, 2026, Planning Commission decision, the Stop Work Order was lifted and construction on the stairs resumed. On April 13, 2026, a final inspection was performed, and the building permit signed off by the building inspector, and the complaint closed.

Appeal of Planning Commission Decision

In accordance with TMC 1-4-01(a)…Any action or decision of the Planning Commission may be appealed to the City Council. On April 10, 2026, the appellant filed an appeal of the Planning Commission's decision with the City Clerk's office.

The appeal challenges the Planning Commission's decision upholding the administrative decision regarding Building Permit #25-1123 based on the building permit being issued to an individual other than the property owner.

The action the appellant is requesting of the City Council is to uphold the appeal, subsequently reversing the Planning Commission's April 2nd decision and revoke Building Permit #25-1123.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The appropriate appeal application fee was paid by the appellant in accordance to our adopted fee schedule.

4. ENVIRONMENTAL DETERMINATION:

The appeal involves the review of an administrative determination regarding a building permit and does not itself authorize new development. Therefore, the action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378.

5. ALTERNATIVES:

1. The City Council may uphold the April 2, 2026, Planning Commission decision and deny the appeal determining that the administrative determination was made in

accordance with applicable procedures and within the authority given to the Building Official provided by the California Building Code.

2. The City Council may uphold the appeal, overturning the April 2, 2026, Planning Commission decision determining:
    a. The administrative determination was inconsistent with the applicable procedures or regulations; and
    b. Substantial evidence demonstrates that the permit was improperly issued or administered; and
    c. Overturning the determination is necessary to ensure compliance with applicable laws; and
    d. City Council directs staff to rescind Planning Commission Resolution Number 2026-07; and
    e. City Council directs staff to initiate the application of a new permit and plan review.

6. ATTACHMENTS:

1. Resolution Upholding Planning Commission Decision - denying appeal
2. Resolution Overturning Planning Commission Decision - upholding appeal
3. 3-9-26 APPEAL APPLICATION OF ADMINISTRATIVE DECISION_Redacted
4. 4-10-26 APPEAL OF PLANNING COMMISSION DECISION_Redacted
5. 7-11-25 Complaint
6. 7-28-25 & 8-12-25 Enforment Letters
7. 9-24-25 Building Permit Application
8. BP# 25-1123, Plans, Approved
9. BP#25-1123 (Issued 12-9-25)
10. 2-18-26 Updated Owner-Builder Acknowledgement
11. City Attorney comment
12. Job Card & NTB
13. 4-13-26 Final Inspection

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DENYING THE APPEAL OF THE APRIL 2, 2026, PLANNING COMMISSION DECISION AND UPHOLDING THE PLANNING COMMISSION DETERMINATION THAT THE ADMINISTRATIVE DECISION DECLARING BUILDING PERMIT NO. 25-1123, FOR THE PROPERTY AT 290 N. THOR STREET, STANISLAUS COUNTY APN 061-024-058 VALID AND THAT THE BUILDING PERMIT WAS PROPERLY ISSUED.	}	**RESOLUTION NO. 2026-**

WHEREAS, a complaint was filed on July 11, 2025 with the Building & Safety Division regarding the exterior stairway lighting and the deterioration of the stairs at the apartment complex located at 290 N. Thor Street, Stanislaus County APN 061-024-058; and

WHEREAS, on September 5, 2025 a building permit application and plans for the repair/replacement of two sets of stairs for the apartment complex located at 290 N. Thor Street was electronically submitted and received by the Building & Safety Division; and

WHEREAS, the building permit application and plans were reviewed and approved on November 26, 2025; and

WHEREAS, the approved building permit was issued on December 9, 2025; and

WHEREAS, on February 9, 2026 building department staff, legal staff, and the Development Services Director met with Mr. Sheridan to discuss his complaint that Building Permit #25-1123 was issued fraudulently based on the signature of the property owner on the permit and the owner-building acknowledgement form and should be revoked; and

WHEREAS, the Development Services Director, Interim City Manager, and City Attorney affirmed the validity of Building Permit #25-1123; and

WHEREAS, an appeal of the City's administrative decision regarding the validity of Building Permit #25-1123 was received in the City Clerk's office on March 9, 2026; and

WHEREAS, the appellant requested construction on the stairs be suspended until a decision on the appeal had been made; and

WHEREAS, the Interim City Manager agreed to suspend construction on the stairs at the appellant's request; and

WHEREAS, on March 10, 2026, a Stop Work Order was posted on the property immediately ceasing construction activity until authorization to proceed is issued; and

WHEREAS, after the public hearing held on April 2, 2026, the Planning Commission denied the appeal determining that the administrative determination for Building Permit 25-1123 was made in accordance with applicable procedures; and

WHEREAS, upon the Planning Commission decision denying the appeal, the Stop Work Order was lifted and construction on the stairs resumed; and

WHEREAS, a request for inspection was called in on March 12, 2026 and scheduled for March 13, 2026; and

WHEREAS, the building inspector performed and completed the inspection, finaled the building permit and closed out the complaint.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby determine:

Section 1. This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the appeal of the administrative determination the Building Permit 25-1123 is valid. This action will not result in direct or indirect physical changes in the environment.

Section 2. The City Council of the City of Turlock upholds the April 2, 2026 Planning Commission decision determining that the administrative decision regarding Building Permit 25-1123 was made in accordance with applicable procedures and pursuant to the authority granted to the Building Official under the California Building Code, including Sections 104.1 and 105.1.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2026, by the following vote:

AYES:	( )
NOES:	( )
NOT PARTICIPATING:	( )
ABSENT:	( )

ATTEST:

_____
Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF OVERTURNING THE APRIL 2, 2026, PLANNING COMMISSION DECISION AND DETERMINING THAT THE ADMINISTRATIVE DECISION REGARDING BUILDING PERMIT NO. 25-1123, FOR THE PROPERTY AT 290 N. THOR STREET, STANISLAUS COUNTY APN 061-024-058 WAS INCONSISTENT WITH THE APPLICABLE PROCEDURES OR REGULATIONS AND WAS IMPROPERLY ISSUED.	**RESOLUTION NO. 2026-**

WHEREAS, a complaint was filed on July 11, 2025 with the Building & Safety Division regarding the exterior stairway lighting and the deterioration of the stairs at the apartment complex located at 290 N. Thor Street, Stanislaus County APN 061-024-058; and

WHEREAS, on September 5, 2025 a building permit application and plans for the repair/replacement of two sets of stairs for the apartment complex located at 290 N. Thor Street was electronically submitted and received by the Building & Safety Division; and

WHEREAS, the building permit application and plans were reviewed and approved on November 26, 2025; and

WHEREAS, the approved building permit was issued on December 9, 2025; and

WHEREAS, on February 9, 2026 building department staff, legal staff, and the Development Services Director met with Mr. Sheridan to discuss his complaint that Building Permit #25-1123 was issued fraudulently based on the signature of the property owner on the permit and the owner-building acknowledgement form and should be revoked; and

WHEREAS, the Development Services Director, Interim City Manager, and City Attorney affirmed the validity of Building Permit #25-1123; and

WHEREAS, an appeal of the City's administrative decision regarding the validity of Building Permit #25-1123 was received in the City Clerk's office on March 9, 2026; and

WHEREAS, the appellant requested construction on the stairs be suspended until a decision on the appeal had been made; and

WHEREAS, the Interim City Manager agreed to suspend construction on the stairs at the appellant's request; and

WHEREAS, on March 10, 2026, a Stop Work Order was posted on the property immediately ceasing construction activity until authorization to proceed is issued; and

WHEREAS, after the public hearing held on April 2, 2026, the Planning Commission denied the appeal determining that the administrative determination for Building Permit 25-1123 was made in accordance with applicable procedures; and

WHEREAS, upon the Planning Commission decision denying the appeal, the Stop Work Order was lifted and construction on the stairs resumed; and

WHEREAS, a request for inspection was called in on March 12, 2026 and scheduled for March 13, 2026; and

WHEREAS, the building inspector performed and completed the inspection, finaled the building permit and closed out the complaint.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby determine:

Section 1. This request is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) [Project] of the CEQA guidelines. This is an organizational or administrative activity involving the appeal of the administrative determination the Building Permit 25-1123 is valid. This action will not result in direct or indirect physical changes in the environment.

Section 2. The City Council of the City of Turlock overturns the April 2, 2026 Planning Commission decision determining that the administrative decision regarding Building Permit 25-1123 was not made in accordance with applicable procedures.

Section 3. The City Council of the City of Turlock directs Planning staff to rescind Planning Commission Resolution 2026-07 and directs the Building and Safety staff to initiate the application of a new permit and plan review.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2026, by the following vote:

AYES:	( )
NOES:	( )
NOT PARTICIPATING:	( )
ABSENT:	( )

ATTEST:

_____
Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

MARCH 9, 2026 APPEAL APPLICATION
APPEAL OF ADMINISTRATIVE DECISION

290 N. THOR STREET
BP#26-1123

SCHEDULED FOR APRIL 2, 2026
PLANNING COMMISSION MEETING

COPY

APPLICATION FEE: $125.00

CITY OF TURLOCK
APPEAL APPLICATION

Received
MAR 09 2026
City of Turlock
City Clerk's Office

☒ ADMINISTRATIVE DECISION
☐ PLANNING COMMISSION DECISION
☐ OTHER (Describe) _____

NAME OF APPLICANT: Shawn Sheridan (Legal Agent for Tenant, Frances Dianne Sheridan)

STREET ADDRESS: [redacted]

CITY: [redacted] STATE: [redacted] ZIP: [redacted]

DAY-TIME PHONE NUMBER: [redacted]

- DESCRIBE THE NATURE OF THE APPEAL: Appeal of the Building Division and Interim City Manager's administrative decision to uphold the validity of "Per Complaint" Building Permit #25-1123 (for apartment stairs). The City has declined to revoke the permit despite documented evidence that the applicant lacked legal standing to claim "Owner-Builder" exemptions. Critically, the Architect of Record disavowed the field changes, which have resulted in documented life-safety hazards. *(See Attached Addendum for full details).*
- EXPLAIN THE REASON(S) YOU BELIEVE THE DECISION OR ACTION WAS WRONG: The City cannot legally cure a life-safety hazard by issuing a "correction list" to a fraudulent applicant under a void permit. The permit was issued based on a three-entity identity mismatch (Trust owns it, LLC applied for it, Individual signed it). Allowing an unauthorized third party to continue un-engineered work on a structure the architect has abandoned violates the City's mandatory duty under Health & Safety Code § 17960. *(See Attached Addendum for full legal basis).*

DATE OF DECISION: 02/27/26 (Building Division); 03/02/26 (City Manager)

- WHAT ACTION ARE YOU ASKING THE ~~CITY COUNCIL~~ Planning Commission TO TAKE?
  1. Uphold the automatic stay on construction per TMC § 1-4-05.
  2. Immediately REVOKE Permit #25-1123 pursuant to Health & Safety Code § 19825.
  3. Require the legal Trustees to apply for a new permit utilizing an independent, third-party Class B licensed contractor to abate the life-safety hazard(s), and strictly prohibit the use of the "Owner-Builder" exemption.

  (See Attached Addendum for full details).

Shawn Sheridan — 03/09/2026

Signature of Applicant **Date**

(Note: Fee Waiver Approved by Interim City Manager Gary Hampton on March 2, 2026).

REV November 2019

ADDENDUM ATTACHMENT TO CHAPTER 1-4 NOTICE OF APPEAL:

REASONS AND BASIS FOR APPEAL & DEMAND FOR REVOCATION

SUBJECT: Permit #25-1123 (290 N Thor St, Turlock, CA)

DATE: March 9, 2026

I. JURISDICTION & AUTOMATIC STAY (TMC § 1-4-05)

This appeal is triggered by the February 27, 2026, written directive from the Building Division and the March 2, 2026, verbal decision by Interim City Manager Gary Hampton refusing to administratively revoke Permit #25-1123 *(See Exhibit R).* This final executive decision was memorialized in writing and transmitted to the Interim City Manager on March 2, 2026 at 4:45 PM, establishing the definitive trigger for the 10-day appellate window under TMC § 1-4-02.

Pursuant to Turlock Municipal Code (TMC) § 1-4-05, the filing of this appeal enacts an automatic stay, halting all construction and suspending the privileges of Permit #25-1123 until the Planning Commission rules. Any administrative attempt to override this stay and permit the continuation of an un-engineered, architect-disavowed structure actively endangers public safety and violates the City's mandatory duties under Health & Safety Code § 17960.

II. THE IMMEDIATE LIFE-SAFETY HAZARD, ARCHITECT DISAVOWAL, & STANDING TO APPEAL

Standing to Appeal

Permit #25-1123 was explicitly issued "Per Complaint" to abate code violations affecting Apartment 200. Because the stairs leading solely to Apt 200 constitute a legal appurtenance to the rental unit (Civil Code § 1941.1), the 81-year-old tenant, Frances Dianne Sheridan, possesses a vested property interest and a fundamental right to safe ingress and egress. She is directly and adversely aggrieved by the City's failure to enforce mandatory life-safety codes on the sole access point to her home, where she has lived for ten years *(See Exhibits Q-1 & Q-2).* As her authorized Legal Agent, I possess standing to demand that this mandatory abatement be performed lawfully and safely.

The Life-Safety Hazard and Architect Disavowal

The un-engineered construction executed under this permit has exacerbated the life-safety hazard. On February 17, 2026, the Design Professional of Record, Nicholas Britt, was placed on Actual Notice of four specific life-safety deviations from his engineered plans:

1. **Foundation & Hardware Mismatch:** Poured anchors with a 17" Y-axis error, resulting in a 17" unsupported cantilever and the substitution of 4x6 posts jammed into 4x4 Simpson connectors *(See Exhibits Q-3 & Q-4).*

2. **Handrails & Accessibility Violations:** Omission of specified 1.5" metal tubes shown on Sheet SP1, substituted with non-graspable 2x6 lumber caps, violating CBC § 1014.3 graspability requirements. *(Note: Metal handrails were eventually installed three weeks later on March 5, 2026, but the stairs lacked any lawful handrail from August 6, 2025, until that date—an unacceptable seven-month life-safety violation).*

3. **Landing Geometry:** The landing depth was reduced to 39", violating CBC § 1011.6, which requires the landing depth to be at least equal to the 42" stairway width.

4. **Lumber Specification:** The use of untreated Green Douglas Fir (GDF) for exterior structural framing, directly violating the approved plans' requirement for pressure-treated or naturally decay-resistant lumber *(See Exhibits H & Q-5).*

In response to these facts, Mr. Britt officially disavowed the construction in writing, stating: *"Mr. Sheridan, I did not authorize any of the field changes described in your email, nor was I consulted regarding any substitutions or deviations from the approved plans" (See Exhibit O).*

Structural Discoveries

Furthermore, recent personal inspections have revealed severe physical and geometric defects that compound these unauthorized field changes:

- **Balcony Attachment:** Newly discovered photographic evidence (*Exhibits Q-6 and Q-7*, taken March 8, 2026) proves a hidden structural detachment. As demonstrated in the photographs, an 8½ x 11 sheet of paper can slide nine inches between the stairs' header and the balcony behind both the left and right stringers. This proves structural nails failed to penetrate the balcony wood.

- **Balcony Projection:** The approved plans are geometrically impossible to execute safely. The architect designed the stairs based on an incorrect 11-inch balcony projection, whereas the actual physical projection is 14 inches. This discrepancy forces the stairs further out into an existing, restricted concrete perimeter, compounding the structural failures.

III. PREEMPTION OF UNAUTHORIZED ADMINISTRATIVE "CURE"

On February 28, 2026, Interim City Manager Gary Hampton indicated a consideration/intent to bypass the Architect of Record and utilize a licensed engineer to retroactively approve these unauthorized field changes. This proposed action is legally prohibited.

A standard "correction list" *(See Exhibit N)* is intended for minor workmanship issues, not fundamental structural deviations, such as a 17-inch foundation error. Under the California Building Code (CBC § 107.4), any structural change that deviates from approved plans *must* be resubmitted as an amended set of construction documents.

The City does not possess the unilateral legal authority to internally "rubber stamp" structural deviations that the independent, licensed Design Professional of Record has expressly refused to ratify. Permitting work to continue via a Building Division "correction list" or post-hoc internal engineering approval is an unlawful attempt to circumvent the requirement for appropriately stamped, engineered structural plans.

The Legal Insufficiency of the February 10 Correction List

Furthermore, the City is unlawfully applying administrative remedies to a contractor who has demonstrated a persistent inability to read or follow approved plans. Following an onsite inspection on February 10, 2026, Inspector Delgadillo emailed a correction list *(Exhibit N)* citing seven (7) structural and safety violations on the set of replacement stairs adjacent to Apt 200, including:

1. **Missing Structural Supports:** Failure to provide mandatory 4x4 posts at 48" O.C. per approved plans.
2. **Unsafe Guardrails:** Guardrail heights failing to meet the 42" minimum.
3. **Uneven Stairs:** Riser heights exceeding 7" and failing the 3/8" uniformity tolerance (Note: Cited by the inspector as 1009.4.4 in Exhibit N, but currently governed by 2022 CBC § 1011.5.4).
4. **Missing Handrails:** Total omission of required handrails.
5. **Missing Hardware:** Missing LSCZ structural connectors at stringers as specified in Detail 6, Sheet SP1.
6. **Unverified Attachments:** Unverified and potentially unsafe ledger attachment to the existing building.
7. **Tripping Hazards:** Lack of 2" wide, high-contrast, slip-resistant strips on the upper landing and all treads as required by Sheet SP1 and CBC § 1115A.5.

Shockingly, on February 14–15, 2026—just four days after receiving this extensive structural directive regarding the adjacent stairs—the contractor willfully ignored the corrections and built the second set of stairs (leading to Apt 200) as a mirror image of the first flawed set.

By issuing ongoing correction lists to an unauthorized applicant instead of revoking the permit, the City is attempting to administratively coax compliance out of fundamental structural failures. The City Manager's March 2 admission that yet another correction list is required (to address omitted wood types) proves this method is failing to ensure public safety. Under TMC § 9-5-1102, the City does not possess the authority to "correct" its way out of a permit that is void *ab initio.*

IV. JURISDICTIONAL DEFECT: PERMIT VOID *AB INITIO*

The City Attorney and City Manager cannot advise the Commission to uphold or administratively amend a permit where the City lacked the jurisdictional authority to issue it in the first place. Pursuant to TMC § 9-5-1102, any permit granted in conflict with the City's regulatory title is void *ab initio* (void from inception). Permit #25-1123 is a legal nullity due to the following fatal, foundational defects:

- **The "Three-Entity" Identity Mismatch & Invalid "Owner-Builder" Status:** The permit relies on a legally invalid combination of three conflicting entities to unlawfully bypass mandatory contractor licensing. The City allowed a commercial contractor to improperly utilize the DIY homeowner exemption to evade state law.
    - **The Application & Plans:** Both the permit application and approved plans identify the owner as an LLC ("Amarak Investments") *(See Exhibits B, C, G, & H).*
    - **The Permit (#25-1123):** The permit was issued to "Armando & Maria Garcia," the legal owners of record, trustees of the Garcia 2017 Living Trust *(See Exhibit A).*
    - **The Signer:** The declaration was signed by Armando Garcia Jr.—an individual commercial contractor *(See Exhibits D, E & K)*, who resides in Newman, CA.
- The City received a signed "Owner-Builder Acknowledgment" form *(See Exhibit I)*. The true legal owners left the mandatory "Authorization of Agent" section entirely blank; therefore, the signer failed the threshold jurisdictional requirement for permit issuance under Health & Safety Code § 19825.
- The City received a "Construction Waste Management Plan" form signed by Armando Garcia, Jr. *(See Exhibit J)*. "Armando Garcia" is listed as both Owner and Contractor, listing his commercial business (Westside Landscape & Concrete, Inc.) as the facility.

- **Contradictory Declarations on Workers' Compensation (Labor Code § 3800):** The permit was secured using an "EXEMPT" declaration, initialed and signed under penalty of perjury, claiming no employees would be used *(See Exhibit K)*. A permit secured through contradictory Labor Code declarations to evade mandatory insurance laws is legally void.

- **Equitable vs Legal Ownership:** While Armando Garcia Jr. likely holds an equitable interest as a trust beneficiary, he does not possess the legal title required to act as the statutory "Owner of Record." Equitable ownership does not grant the legal authority to encumber the property, apply for permits, or claim the DIY "Owner-Builder" homeowner exemption (B&P Code § 7044).

- **Corporate Structure & Actual Notice:** The property was acquired by the Trust (Grant Deed filed February 19, 2025) *(Exhibit A)*. From the time of purchase until July 31, 2025, the landlord was the family-operated Amarak Management, Inc. On July 11, 2025, the City acknowledged my complaint regarding the stairs. The landlord (Amarak) had already been notified, meaning, at minimum, property manager Karina (Garcia) Castaneda had actual notice of the hazard before relinquishing management to a third party at the end of July.

The corporate structure reveals a deliberate attempt to bypass licensing laws: The CEO of Amarak Management is one of the Trustees. Armando Garcia Jr., his brother Rolando, and sister Karina are all corporate officers of Amarak Management *(See Exhibit P)*. They are also the corporate officers of the commercial contractor, Westside Landscape & Concrete, Inc. *(See Exhibit E)*. The Trust and the contractor share the same publicly-filed address in Newman, CA.

The Jurisdictional Defect: Despite this clear corporate structure, on December 9, 2025, and February 9, 2026, City staff emailed the approved plans link to Armando Jr. and Karina at their commercial contractor email addresses (@westsidelandscape.net) *(See Exhibits L & M)*. The City explicitly acknowledged them as a commercial entity, yet simultaneously allowed Armando Jr. to use that exact same commercial email address to unlawfully claim the DIY "Owner-Builder" homeowner exemption on the permit.

Because Permit #25-1123 was obtained through invalid exemptions, signed by an unauthorized non-owner, and subsequently disavowed by the Architect of Record, it cannot be administratively "corrected" or upheld. It must be extinguished.

- **Public Records Act (PRA) Request #26-90:** On February 13, 2026, the City formally responded to my PRA request seeking the mandatory authorization for the non-owner signature. The official response: The City has no responsive records. This confirms the City issued the permit without the statutorily required authorization.

- **PRA #26-72:** I requested and received a copy of the permit application (#25-1123). Item 9 states: *"This document is public record."* However, the business address and signatures were redacted. A third party, Osvaldo Reyes, marked as Agent, allegedly signed the application, shown on the approved plans as OZR Drafting + Design, LLC. That LLC was organized for Mr. Reyes one month before the application was signed on September 3, then three weeks later the City wrote the Application Date at the top of the form as "9/24/25". *(See Exhibit F & G).* The City is not known to possess any document legally authorizing that Agent, signed under the declaration: *"I...hereby authorize representatives of this city to enter upon the above-mentioned property..."*

- **Failure of Mandatory Signature Verification:** The Owner-Builder Acknowledgment form *(Exhibit I)* explicitly mandates: *"A copy of the property owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature."* The City failed to enforce this mandatory safeguard. A visual comparison of the public record proves the signature on the permit documents belongs to Armando Garcia Jr. (as verified by his 2016 state filing, *Exhibit D*), which is distinctly different from the signature of the actual property owner and Trustee, Armando P. Garcia Sr. (as verified by his 2014 state filing, *Exhibit B*). By ignoring its own printed verification protocols, the City facilitated identity fraud and issued a permit to an unauthorized individual.

V. REQUESTED RELIEF: IMMEDIATE PERMIT REVOCATION

Any administrative action to "Final" this void permit constitutes a willful breach of the City's mandatory duty to enforce state building standards (Health & Safety Code § 17960).

I respectfully request that the Planning Commission grant this appeal and order the following:

1. Uphold the Automatic Stay on construction per TMC § 1-4-05.
2. Immediately Revoke Permit #25-1123 pursuant to Health & Safety Code § 19825, CBC § 105.6, and TMC § 9-5-1102.
3. Mandate Lawful Abatement & Tenant Protection:

(a) Direct the Building Official and/or Director of Development Services to issue a notice and order to abate directly to the legal Trustees of record and immediately inform Armando Garcia, Jr., via the phone number on file, of that action.

(b) Preclude Unlawful Administrative Approvals & Enforce Licensing Laws:

To explicitly prevent the City from utilizing a post-hoc, onsite engineering approval to legitimize the unauthorized contractor's field changes, the Commission must direct the Building Official to:

- **Reject any further "Owner-Builder" permit applications for this property.** The legal ownership structure (Trust/LLC) explicitly disqualifies the property from such exemptions under B&P Code § 7044. Armando Garcia Jr. has already constructed four distinct life-safety hazards at this exact location (two unpermitted, not-to-code sets of stairs in August 2025, and two severely non-compliant replacement sets in February 2026), willfully deviated from engineered plans, and is currently the subject of an open Contractors State License Board (CSLB) investigation (Complaint #NA 2025 13396) for his actions on this property. Allowing this unauthorized work to be retroactively approved by the City constitutes a willful disregard for public safety.
- **Mandate Licensed Execution and Accurate Design:** Require that the mandatory abatement be performed by a licensed contractor in good standing. The Commission must direct that entirely new plans be prepared and stamped by an independent, licensed design professional—accounting for the actual 14-inch balcony projection and the existing restricted concrete perimeter—and be subject to a full, un-bypassed City review.

(c) Ensure Abatement Does Not Punish the Tenant:

- **Order Immediate Interim Shoring:** The immediate installation of temporary shoring to secure the detached stair header at the balcony is required to mitigate the acute collapse hazard.
- **Prohibit Punitive Displacement:** The Commission must mandate that both this emergency stabilization and the final repairs occur without the punitive displacement (i.e., a "Red Tag") of the 81-year-old tenant. Since recent onsite work demonstrates that repairs and concrete pouring can be achieved by elevating the stairs on temporary props, any displacement must be strictly limited to the hours of absolute technical necessity so the tenant is not penalized for the owner's statutory violations.

Conclusion

I appreciate that Interim City Manager Hampton took the time to personally visit the site on February 28 and again on March 2, 2026, alongside Development Services Director Werner. Following these visits, Mr. Hampton stated that he observed no visible, imminent safety hazard.

However, my specific concerns regarding the balcony attachment required more than a visual surface inspection. As the photographic evidence demonstrates, there is a hidden structural detachment between the stairs and the balcony. This physical reality, combined with the Architect of Record's express written disavowal of the project, overrides any preliminary visual assessment. Because this sole access point is fundamentally compromised by un-engineered construction executed under a legally void permit, the City cannot administratively 'cure' this hazard. The City must uphold the automatic stay, revoke Permit #25-1123, and mandate lawful abatement by an independent professional to protect public safety and the tenant's fundamental right to safe ingress and egress.

Respectfully submitted,

Shawn Sheridan

Shawn Sheridan
Legal Agent for Tenant, Frances Dianne Sheridan
290 N Thor St, Apt 200
Turlock, CA 95380
sds1@tutamail.com

[Exhibit list on the next page]

APPELLANT'S EXHIBIT LIST – PERMIT #25-1123

Exhibit	*Document*
A	Recorded Grant Deed (Garcia 2017 Living Trust)
B	2014 state filing - Amarak Investments LLC
C	2025 state filing - Amarak Investments LLC
D	2016 state filing - Westside Landscape & Concrete, Inc.
E	2025 state filing - Westside Landscape & Concrete, Inc.
F	2025 state filing - OZR Drafting + Design, LLC
G	Signed Building Permit Application (#25-1123)
H	Snapshot of Approved Plans & Design
I	Signed Owner-Builder Acknowledgment form
J	Signed Construction Waste Management Plan form
K	Signed Building Permit (#25-1123)
L	December 9, 2025, Email for web link to Approved Plans
M	February 9, 2026, Email for web link to Approved Plans
N	February 10, 2026, Correction List from Inspector Delgadillo
O	February 17, 2026, Written Disavowal from Architect of Record (Nicholas Britt)
P	2025 state filing - Amarak Management, Inc.
Q-1	Photo: Overall view of un-engineered stairs (Apt 200)
Q-2	Photo: Overall view of un-engineered stairs (Apts 202 & 204)
Q-3	Photo: Landing area and recent metal railings
Q-4	Photo: Hardware mismatch (4x6 post in 4x4 connector)
Q-5	Photo: Untreated Green Douglas Fir (GDF) lumber tag
Q-6	Photo: Right stringer detachment (8½ x 11 paper-slip test)
Q-7	Photo: Left stringer detachment (8½ x 11 paper-slip test)
R	February 27, 2026, Email from Building Division about Next Steps

RECORDING REQUESTED BY:
WFG National Title Insurance Company

MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:
Armando P. Garcia, Sr. and Maria Guadalupe Garcia, Trustees of the Garcia 2017 Living Trust Dated September 27, 2017
27107 State Highway 33
Newman CA 95360
Escrow No.: 25-111746

Stanislaus County Recorder
Donna Linder, County Clerk-Recorder
DOC - 2025-0006524
Wednesday, February 19, 2025 08:21:00
Customer: WFG NCAL - RW-2688
Total Paid: $1,317.00 Receipt #: 2025260595
TL $1287.00 IAC/CHPWZV2/1:3

APN: 061-024-058-000, 061-024-057
TRA: 007-127

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S):
DOCUMENTARY TRANSFER TAX is $1,287.00 CITY TAX $0.00

☒ computed on full value of property conveyed, or
☐ computed on full value less liens and encumbrances remaining at time of sale,
☐ Unincorporated area ☒ City of Turlock, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Alda Rodriguez, a married woman, as her sole and separate property,

hereby GRANT(S) to

Armando P. Garcia, Sr. and Maria Guadalupe Garcia, Trustees of the Garcia 2017 Living Trust Dated September 27, 2017,

the following described real property in the City of Turlock, County of Stanislaus, State of California:

SEE ATTACHED EXHIBIT "A"

The property more commonly known as: 290 North Thor Street, Turlock, CA 95380
314 Mitchell Avenue, Turlock, CA 95380

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Exhibit A

Exhibit B

LLC-1	Articles of Organization of a Limited Liability Company (LLC)

201400210009

FILED
Secretary of State
State of California
JAN 01 2014

This Space For Office Use Only

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A **$70** filing fee.
- A separate, non-refundable **$15** service fee also must be included, if you **drop off** the completed form.

Important! LLCs in California may have to pay a minimum $800 yearly tax to the California Franchise Tax Board. For more information, go to https://www.ftb.ca.gov.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: *Before submitting the completed form*, you should consult with a private attorney for advice about your specific business needs.

For questions about this form, go to *www.sos.ca.gov/business/be/filing-tips.htm.*

LLC Name (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① AMARAK INVESTMENTS, LLC
Proposed LLC Name

The name must include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and may not include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to www.sos.ca.gov/business/be/name-availability.htm.

Purpose

② The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

LLC Addresses

③ a. 549 Crow Hill Drive — Newman — CA — 95360
Initial Street Address of Designated Office in CA - Do not list a P.O. Box — *City (no abbreviations)* — *State* — *Zip*

b. Post Office Box 335 — Crows Landing — CA — 95313
Initial Mailing Address of LLC, if different from 3a — *City (no abbreviations)* — *State* — *Zip*

Service of Process (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

④ a. Armando P. Garcia
Agent's Name

b. 549 Crow Hill Drive — Newman — CA — 95360
Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box — *City (no abbreviations)* — *State* — *Zip*

Management (Check only one.)

⑤ The LLC will be managed by:

☑ One Manager ☐ More Than One Manager ☐ All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

Armando P. Garcia
Organizer - Sign here

Armando P. Garcia
Print your name here

Make check/money order payable to: **Secretary of State**
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a $5 certification fee.

By Mail	*Drop-Off*
Secretary of State Business Entities, P.O. Box 944228 Sacramento, CA 94244-2280	Secretary of State 1500 11th Street., 3rd Floor Sacramento, CA 95814

BA20251362395

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: BA20251362395

Date Filed: 6/26/2025

B3807-2137 06/26/2025 10:01 AM Received by California Secretary of State

Entity Details

Limited Liability Company Name	AMARAK INVESTMENTS, LLC
Entity No.	201400210009
Formed In	CALIFORNIA

Street Address of Principal Office of LLC

Principal Address	549 CROW HILL DR NEWMAN, CA 95360

Mailing Address of LLC

Mailing Address	PO BOX 335 CROWS LANDING, CA 95313
Attention	

Street Address of California Office of LLC

Street Address of California Office	549 CROW HILL DR NEWMAN, CA 95360

Manager(s) or Member(s)

Manager or Member Name	Manager or Member Address
ARMANDO P GARCIA	549 CROW HILL DR NEWMAN, CA 95360

Agent for Service of Process

Agent Name	ARMANDO GARCIA SR
Agent Address	549 CROW HILL DR NEWMAN, CA 95360

Type of Business

Type of Business	REAL ESTATE INVESTMENTS

Email Notifications

Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.

Chief Executive Officer (CEO)

CEO Name	CEO Address
None Entered	

Labor Judgment

No Manager or Member, as further defined by California Corporations Code section 17702.09(a)(8), has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal is pending, for the violation of any wage order or provision of the Labor Code.

Exhibit C

Exhibit D
1 of 2

3971384

FILED
SECRETARY OF STATE
STATE OF CALIFORNIA

DEC 19 2016

1 cc

ARTICLES OF INCORPORATION
OF
WESTSIDE LANDSCAPE & CONCRETE, INC.

ONE: The name of this Corporation is:
WESTSIDE LANDSCAPE & CONCRETE, INC.

TWO: The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The complete street address in this state of the principal business office of this Corporation is:

27107 State Highway 33
Newman, CA 95360

FOUR: The complete mailing address in this state of this Corporation is:

27107 State Highway 33
Newman, CA 95360

FIVE: The name and complete business address in this state of this Corporation's initial agent for service of process is:

Armando Garcia, Jr.
27107 State Highway 33
Newman, CA 95360

SIX: This Corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total number of shares which the Corporation is authorized to issue is One Hundred Thousand (100,000).

SEVEN:

a) The liability of directors of the Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law. The Corporation is authorized to indemnify the directors and officers of the Corporation to the fullest extent permissible under California law.

b) The Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the Corporation and its stockholders through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or

otherwise to the fullest extent permissible under California law, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the California Corporations Code.

c) Any amendment, repeal or modification of any provision of this Article Seven shall not adversely affect any right or protection of an agent of this Corporation existing at the time of such amendment, repeal, or modification.

By: _____
ARMANDO GARCIA, JR., Incorporator

Exhibit D
2 of 2

BA20250517129

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

Exhibit E

For Office Use Only

-FILED-

File No.: BA20250517129

Date Filed: 3/12/2025

Entity Details

Corporation Name	WESTSIDE LANDSCAPE & CONCRETE, INC.
Entity No.	3971384
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	27107 STATE HIGHWAY 33 NEWMAN, CA 95360

Mailing Address of Corporation

Mailing Address	27107 STATE HIGHWAY 33 NEWMAN, CA 95360
Attention	

Street Address of California Office of Corporation

Street Address of California Office	27107 STATE HIGHWAY 33 NEWMAN, CA 95360

Officers

Officer Name	Officer Address	Position(s)
ARMANDO GARCIA, JR.	27107 STATE HIGHWAY 33 NEWMAN, CA 95360	Chief Executive Officer
KARINA CASTANEDA	27107 STATE HIGHWAY 33 NEWMAN, CA 95360	Secretary
ROLANDO GARCIA	27107 STATE HIGHWAY 33 NEWMAN, CA 95360	Chief Financial Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
None Entered			

Directors

Director Name	Director Address
ROLANDO GARCIA	27107 STATE HIGHWAY 33 NEWMAN, CA 95360
ARMANDO GARCIA, JR.	27107 STATE HIGHWAY 33 NEWMAN, CA 95360

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	ARMANDO GARCIA, JR.
Agent Address	27107 STATE HIGHWAY 33 NEWMAN, CA 95360

Type of Business

Type of Business	LANDSCAPE AND CONCRETE

Email Notifications

B3514-2052 03/12/2025 9:12 AM Received by California Secretary of State

B20250230850

B3897-3372 07/30/2025 11:44 AM Received by California Secretary of State

STATE OF CALIFORNIA
Office of the Secretary of State
ARTICLES OF ORGANIZATION
CA LIMITED LIABILITY COMPANY

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

For Office Use Only

-FILED-

File No.: B20250230850

Date Filed: 7/30/2025

Exhibit F

Limited Liability Company Name Limited Liability Company Name	OZR DRAFTING & DESIGN LLC
Initial Street Address of Principal Office of LLC Principal Address	1148 PALM AVE ATWATER, CA 95301
Initial Mailing Address of LLC Mailing Address	1148 PALM AVE ATWATER, CA 95301
Attention	
Agent for Service of Process Agent Name	OSVALDO REYES
Agent Address	1148 PALM AVE ATWATER, CA 95301

Purpose Statement

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Management Structure

The LLC will be managed by: All LLC Member(s)

Additional information and signatures set forth on attached pages, if any, are incorporated herein by reference and made part of this filing.

Electronic Signature

☒ By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

LOVETTE DOBSON — Organizer Signature

07/30/2025 — Date

BUILDING DIVISION PERMIT APPLICATION

156 S BROADWAY STE 130 TURLOCK CA 95380
PHONE: 209-668-5560 FAX: 209-668-5107
CITYOFTURLOCK.ORG

PAID 9/24/25 CK# 2089

PERMIT NO. 25-1123
NWS PERMIT TYPE: B- Res Alt
APPLICATION DATE: 9/24/25
PLAN CHECK DEPOSIT: 520

PLEASE REVIEW AND COMPLY WITH THE FOLLOWING ITEMS PRIOR TO SUBMITTING APPLICATION
This application MUST be filled out COMPLETELY. If a line does not pertain to your project please put N/A.

1. A plan check deposit is required with this application (payable by cash or check).
2. A copy of the Land Use/Entitlement Planning Permit, if applicable, is required with this application.
3. Projects which require more than 3 plan checks will be subject to additional plan check fees.
4. If this building is intended to be licensed by the Department of Health Services (i.e. OSHPD3), you are required to submit concurrently to OSHPD for their review and approval. **We Do Not Certify Clinics**
5. No inspections will be performed prior to issuance of the Building Permit.
6. The following shall NOT be part of this submittal: Civil Drawings, Landscape Plans and/or Commercial Fire Sprinkler Systems. Please contact Engineering, Planning, County Health and/or Fire Departments for their required separate submittals.
7. **Residential Projects:** All **new residential buildings** are required to be submitted ELECTRONICALLY in PDF format on a non-returnable flash drive. Minor projects may be submitted in paper and require 3 sets of plans and 2 sets of all supporting documents (i.e. Structural, Energy, Truss and/or calculations etc.).
   a. Is this project a new single family dwelling? If so, are you interested in deferring the Development Impact Fees? ☐Yes ☒ No If yes, the preliminary title report AND legal notarized document of property owner authorization are due at the time of submittal.
8. **Commercial Projects:** ELECTRONIC PLAN REVIEW ONLY: All projects must be submitted in PDF format on a non-returnable flash drive.
9. This document is public record.

Project Address 290 N. Thor St. Turlock, CA 95380

Description of Work Repairing (2) stairs at apartment building

APN: 061-024-058 **Estimated Improvement Cost $** 10k

OWNER

Name Amarak Investments Phone (209)765-3112

Email agarcia@westsidelandscape.net

CONTRACTOR

Name TBD Phone

License No. License Class E-mail address

City of Turlock Business License No. (If applicable)

Exhibit G 1 of 2

SUBCONTRACTORS

Electrical Contractor: License No

Plumbing Contractor: License No

Mechanical Contractor: License No

PLEASE TURN OVER AND COMPLETE THE BACK OF THIS FORM

Exhibit G 2 of 2

LICENSED ENGINEERING/~~ARCHITECTURAL FIRM~~

Company Name _____ Contact Name: _____ License No. _____

Phone _____ FAX _____ Email _____

APPLICANT/PROJECT CONTACT

NAME Osvaldo Reyes

Mailing Address [redacted] City [redacted] State CA Zip [redacted]

Phone (209)205-7046 Fax _____ Email ozr.drafting.design@gmail.com

I certify that I have read this application and state the above information is CORRECT. I AGREE TO COMPLY with all City and County ordinances and State laws relating to construction and herby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date 9/3/25 Signature of Applicant/Agent [redacted]

Property Owner ☐ Contractor ☐ Agent ☒

THIS IS AN INCOMPLETE PLAN CHECK SUBMITTAL DUE TO THE LACK OF THE FOLLOWING ITEMS:

☐	Site Plan	☒	Roof Framing Plan
☒	Structural Calcs	☐	Floor Framing Plan
☒	Truss Calcs	☒	Residential/Fire Sprinklers and Calcs
☐	Other _____		

This plan check process may be delayed due to the lack of information as noted above. By signing at the end of this statement you are acknowledging and agreeing that the plan check package is not complete and are aware that the standard review time lines may NOT be met.

Applicant: [redacted] Date: 9/3/25

This Permit Application EXPIRES one year from the date of initial application.

For Office Use Only								
Reviewed By:	Route To:	BLDG	IW	BV	4L	PLN	ENG	FIRE

APARTMENT STAIR REPAI

290 N. THOR ST., TURLOCK, CA 95380

PREPARED FOR

ARMANDO GARCIA

Exhibit H
1 of 3

APPROVED PLANS MUST BE ON JOB SITE AT ALL TIMES.

PROPERTY BOUNDRIES MUST BE CLEARLY MARKED. SURVEY IF NECESSARY.

CITY OF TURLOCK
REVIEWED FOR CODE COMPLIANCE

PROJECT TEAM

DESIGNER/DRAFTER:
OSVALDO REYES
OZR DRAFTING + DESIGN
1148 PALM AVE
ATWATER
95301

(209)205-7046
OZR.DRAFTING.DESIGN@GMAIL.COM

CLIENT/OWNER:
AMARAK INVESTMENTS
(209)765-3112
290 N. THOR ST.
TURLOCK, CA
95380

CONTRACTOR:
TBD

BUILDING CODE ANALYSIS

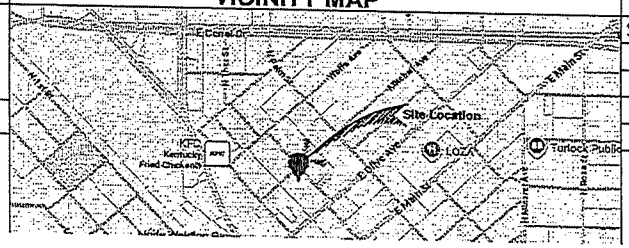
CONSTRUCTION TO COMPLY 2022 CRC, CBC, CMC, CPC, CEC, CGBC ALONG WITH 2022 T-24 AND/OR CITY OF TURLOCK MUNICIPAL CODE.

BUILDING INFORMATION

APN: 061-024-058

OCCUPANCY: R-2
CONSTRUCTION TYPE:V-B

VICINITY MAP



Sheet Lis

Sheet Number	
CV	
SP1	SITE
A1	STAIR L

WOOD SPECIES & FASTENER NOTES - EXTERIOR WOOD STAIRS

ALL EXTERIOR STAIR FRAMING, STRINGERS, POSTS, HANDRAILS, TREADS, RISERS, AND BLOCKING SHALL BE PRESSURE-TREATED DOUGLAS FIR-LARCH OR APPROVED NATURALLY DECAY-RESISTANT WOOD, NO. 2 GRADE OR BETTER.

ALL FASTENERS, BOLTS, SCREWS, HANGERS, STRAPS, AND CONNECTORS IN CONTACT WITH PRESSURE-TREATED LUMBER SHALL BE HOT-DIP GALVANIZED, STAINLESS STEEL, OR APPROVED CORROSION-RESISTANT TYPE.

PROVIDE CORROSION-RESISTANT JOIST HANGERS AND CONNECTORS (ZMAX OR EQUIVALENT) . ALL BOLTED CONNECTIONS SHALL USE GALVANIZED WASHERS.

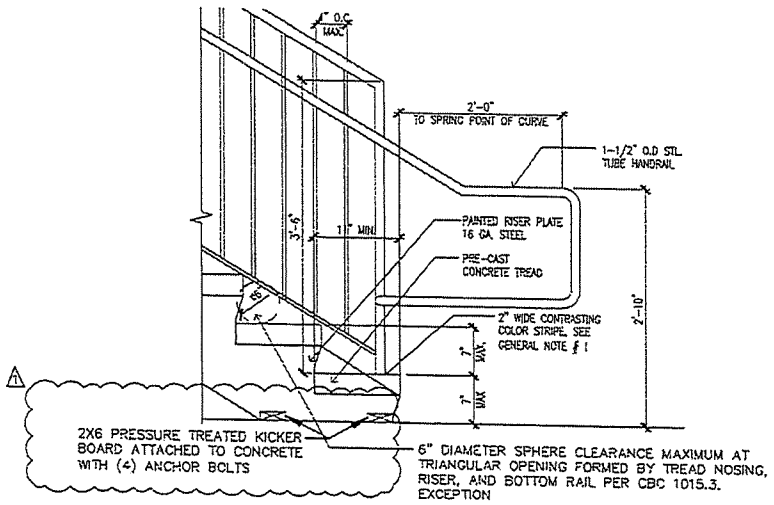
FIELD-CUT ENDS OF PRESSURE-TREATED LUMBER SHALL RECEIVE TWO COATS OF WOOD PRESERVATIVE PRIOR TO INSTALLATION.

ALL EXTERIOR CONNECTIONS SHALL BE INSTALLED PER MANUFACTURER_ S REQUIREMENTS AND TIGHTENED PRIOR TO FINAL INSPECTION.

WOOD TREATMENT:

"ALL WOOD COMPONENTS SHALL BE PRESSURE-TREATED PER AWPA STANDARDS OR NATURALLY DECAY-RESISTANT SPECIES (REDWOOD, CEDAR) . ALL FASTENERS AND METAL CONNECTORS SHALL BE HOT-DIP GALVANIZED OR STAINLESS STEEL PER CBC 2304.12._

GUARD RAIL SYSTEM REQUIREMENTS:
"GUARDS: ALL GUARD OPENINGS SHALL NOT PERMIT PASSAGE OF 4_ DIAMETER SPHERE PER CBC §1015.3, EXCEPT AT TRIANGULAR OPENING FORMED BY TREAD NOSING, RISER, AND BOTTOM RAIL WHERE 6" SPHERE MAXIMUM IS PERMITTED PER CBC 1015.3, EXCEPTION 2."



GENERAL NOTES

A. CLEAR FINISH HEADROOM SHALL NOT BE LESS THAN 6 FT. 8 IN. MEAUSURED VERTICALLY FROM THE STAIR NOSING

B. GRIPPABLE RAIL REQ'D IF 4 OR MORE RISERS

C. GRIPS MUST BE 1-1/4 IN. - 1-1/2" IN. CIRCULAR CROSS SECTION NOTE: HANDRAIL SHALL NOT EXCEED 1-1/2" IN. DIA.

D. MAX PROJECTION INTO STAIRWAY IS 4-1/2 IN.

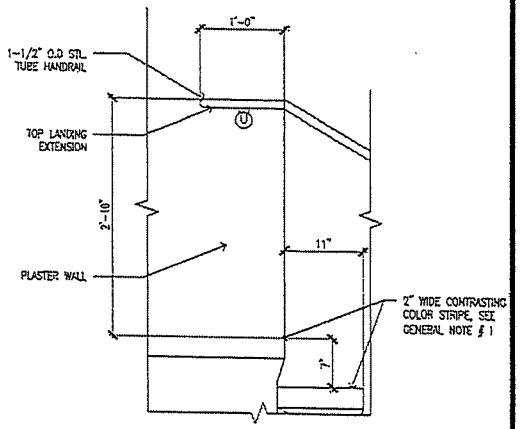
E. HANDRAIL ENDS SHALL BE RETURN TO WALL OR NEWLY POST OR VOLTE

F. HANDRAILS SHALL BE STRONG ENOUGH TO RESIST 200 POUND POINT LOAD IN ANY DIRECTION

G. HANDRAILS ON OPEN SIDE OF STAIR MUST NOT ALLOW 4 IN. SPHERE TO PASS THROUGH

H. UPPER LANDING AND ALL TREADS SHALL BE MARKED BY A STRIP OF CLEARLY CONTRASTING COLOR AT LEAST 2" WIDE PARALLEL TO AND NOT MORE THATN 1" FROM THE NOSING OF THE TREAD OR LANDING. THE STRIP SHALL BE THE FULL WIDTH OF THE TREADS AND LANDING AND OF A MATERIAL THAT IS AT LEAST AS SLIP RESISTANT AS THE TREADS CBC 1115A.5

I. TOLERANCES BETWEEN THE LARGEST AND SMALLEST TREAD AND RISER DIMENSIONS SHALL NOT EXCEED .375" (3/8") IN ANY FLIGHT OF STAIRS. CBC 1009.4.4



5 Top Landing Detail
Scale: NTS

General Notes

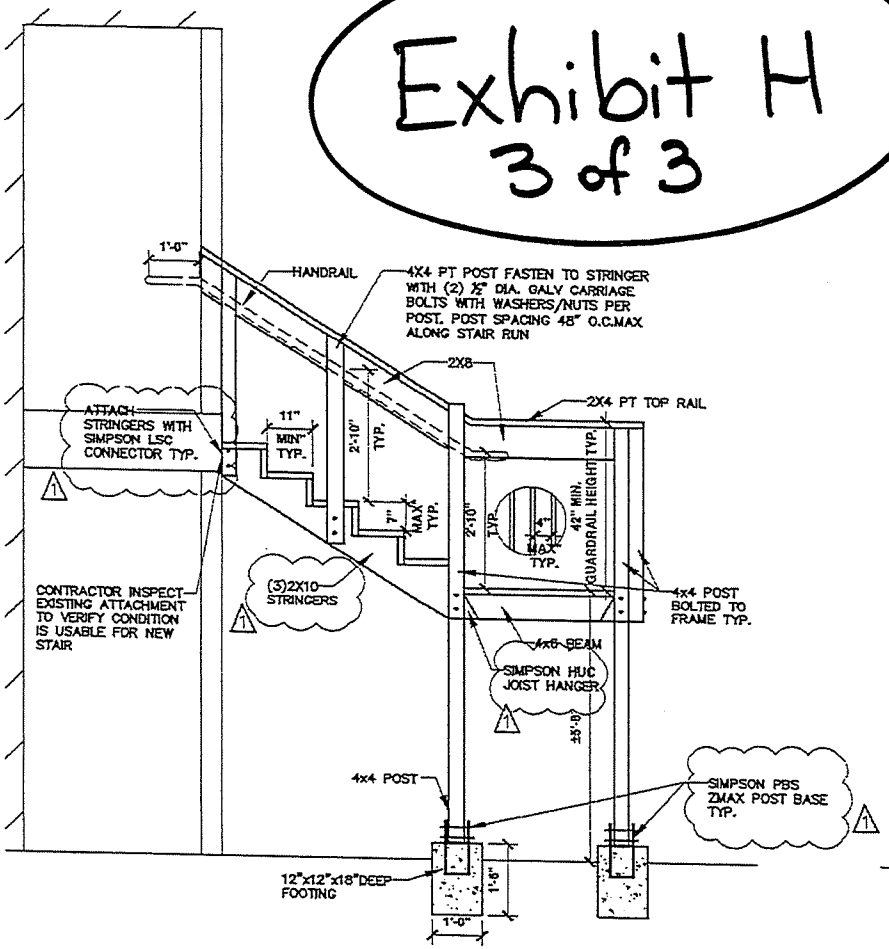
Exhibit H
2 of 3

LICENSED ARCHITECT
THOMAS ANDREW RITTER
C-40650
EXP. 12/31/2025
STATE OF CALIFORNIA

SIGNED: 11.24.2025

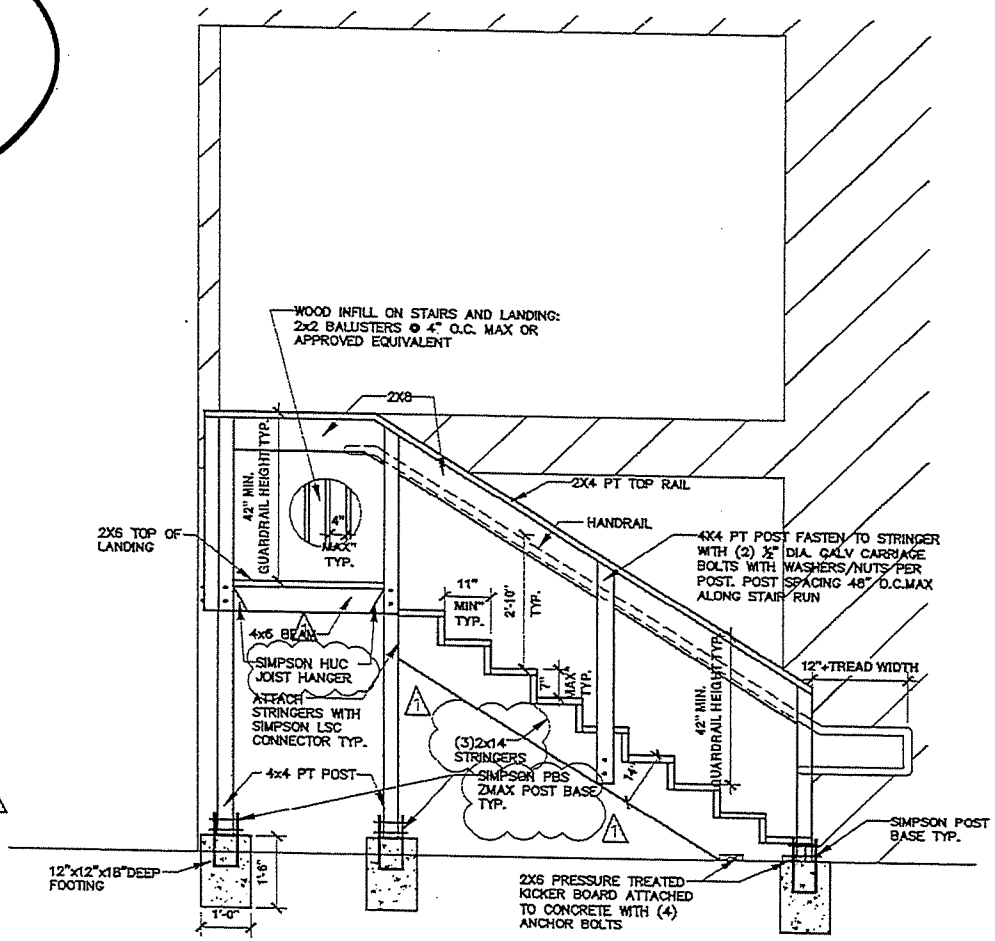
No.	Revision/Issue	Date
1	BLDG. DEPT. COMMENTS	11/19/25

Exhibit H
3 of 3



3 East Stair SE Elev.

Scale: 3/8"=1'-0"



4 East Stair NE Elev.

Scale: 3/8"=1'-0"

Exhibit I
1 of 2

CITY OF TURLOCK INC. 1908

DEPARTMENT OF DEVELOPMENT SERVICES
Building & Safety Division

156 S. BROADWAY, SUITE 130 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5560 | FAX 209-668-5107

OWNER-BUILDER ACKNOWLEDGMENT

Owner-Builders Applying for Construction Permits

IMPORTANT! NOTICE TO PROPERTY OWNER

Dear Property Owner:

An application for a building permit has been submitted in your name listing yourself as the builder of the property improvements specified at 290 Thor Avenue, Turlock. . We are providing you with an Owner-Builder Acknowledgment & Information Verification Form to make you aware of your responsibilities & possible risks you may incur by having this permit issued in your name as the Owner-Builder.

We will not issue a building permit until you have read, initialed your understanding of each provision, signed, and returned this form to us at our official address indicated.

An agent of the owner cannot execute this notice unless you obtain the prior approval of the permitting authority.

OWNER'S ACKNOWLEDGMENT & VERIFICATION OF INFORMATION

DIRECTIONS: Read & Initial each statement below to signify you understand or verify this information.

LC 1. I understand a frequent practice of unlicensed persons is to have the property owner obtain an "Owner-Builder" building permit that erroneously implies that the property owner is providing his or her own labor & material personally. I, as an Owner-Builder, may be held liable & subject to serious financial risk for any injuries sustained by an unlicensed person & his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an Owner-Builder & am aware of the limits of my insurance coverage for injuries to workers on my property.

LC 2. I understand building permits are not required to be signed by property owners unless they are *responsible* for the construction & are not hiring a licensed Contractor to assume this responsibility.

LC 3. I understand as an "Owner-Builder" I am the responsible party of record on the permit. I understand that I may protect myself from potential financial risk by hiring a licensed Contractor & having the permit filed in his or her name instead of my own.

LC 4. I understand Contractors are required by law to be licensed & bonded in California & to list their license numbers on permits & contracts.

LC 5. I understand if I employ or otherwise engage any persons other than California licensed Contractors & the total value of my construction is at least five hundred dollars ($500), including labor & materials, I may be considered an "employer" under state & federal law.

LC 6. I understand if I am considered an "employer" under state & federal law, I must register with the state & federal government, withhold payroll taxes, provide workers' compensation disability insurance & contribute to unemployment compensation for each "employee." I also understand my failure to abide by these laws may subject me to serious financial risk.

LC 7. I understand under California Contractors' State License Law, an Owner-Builder who builds single-family residential structures cannot legally build them with the intent to offer them for sale, unless all work is performed by licensed subcontractors & the number of structures does not exceed four within any calendar year, or all of the work is performed under contract with a licensed general building Contractor.

AG 8. I understand as an Owner-Builder if I sell the property for which this permit is issued, I may be held liable for any financial or personal injuries sustained by any subsequent owner(s) that result from any latent construction defects in the workmanship or materials.

AG 9. I understand I may obtain more information regarding my obligations as an "employer" from the Internal Revenue Service, the United States Small Business Administration, the California Department of Benefit Payments & the California Division of Industrial Accidents. I also understand I may contact the California Contractors' State License Board (CSLB) at 1-800-321-CSLB (2752) or www.cslb.ca.gov for more information about licensed contractors.

AG 10. I am aware of & consent to an Owner-Builder building permit applied for in my name & understand that I am the party legally & financially responsible for proposed construction activity at the above listed address.

AG 11. I agree that, as the party legally & financially responsible for this proposed construction activity, I will abide by all applicable laws & requirements that govern Owner-Builders as well as employers.

AG 12. I agree to notify the City of Turlock Building & Safety Division immediately of any additions, deletions, or changes to any of the information I have provided on this form.

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors' State License Board may be unable to assist you with any financial loss you may sustain as a result of a complaint. Your only remedy against unlicensed Contractors may be in civil court. It is also important for you to understand that if an unlicensed Contractor or employee of that individual or firm is injured while working on your property, you may be held liable for damages. If you obtain a permit as Owner-Builder & wish to hire Contractors, you will be responsible for verifying whether or not those Contractors are properly licensed & the status of their workers' compensation insurance coverage.

Before a building permit can be issued, this form must be completed & signed by the property owner & returned to the City of Turlock Building & Safety Division. A copy of the property owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

Signature of property owner Amanda Ayers Date: 12/09/25

Note: *The following is required to be completed by the property owner only when designating an agent of the property owner to apply for a construction permit for the Owner-Builder.*

AUTHORIZATION OF AGENT TO ACT ON PROPERTY OWNER'S BEHALF

Excluding the Notice to Property Owner, the execution of which I understand s my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain an Owner-Builder Permit for my project.

Scope of Construction Project (or Description of Work): _____

Project Location or Address: _____

Name of Authorized Agent: _____ *Tel. No:* _____

Address of Authorized Agent: _____

Exhibit I
2 of 2

I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy.

Property Owner's Signature: _____ *Date:* _____

Note: A copy of the owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

DEPARTMENT OF DEVELOPMENT SERVICES - Building & Safety Division
156 S. BROADWAY, SUITE 130 | TURLOCK, CALIFORNIA 95380 |
PHONE 209-668-5560 | FAX 209-668-5107 | EMAIL BUILDING @TURLOCK.CA.US

Exhibit J

Construction Waste Management Plan (CWMP)

Project Name: Stairs.
Project Location: 290 N. Thor Avenue.
Building Permit #: _____ Project Sq. Ft.: 0
Contractor's Name: Armando Garcia Telephone: 209·765·3112
Owner's Name: Armando Garcia Telephone: 209·862·3908

This construction waste management plan is hereby submitted to comply with Section 4.408.1 & 5.408.1 of the 2022 California Green Building Standards Code.

The default for construction waste within the City of Turlock is Turlock Scavenger. The method of tracking is through their recycling facility at 1200 S Walnut Road, 209-668-7274, and construction waste will be bulk mixed. If you intended on using a different waste company, method, or facility, please complete numbers One, Two, and Three below. The Construction Waste Acknowledgement on the third page is to be signed by all contractors and collected at final inspection.

☑ I will use the default for this projects Construction Waste Management Plan.

Contractor's Signature: _____ Date: 12/09/25

The purpose of this plan is to identify & outline the methods to be used as the minimum requirements for a construction waste management plan when the local jurisdiction does not have a construction & demolition waste management ordinance per Sections 4.408.1 & 5.408.1.

1. The method of waste tracking to be used on this project will be:
(Check one box. Additional information may be required depending on the method of waste tracking)

☐ Volume ☑ Weight ☐ 4 Lbs. per Sq. Ft.* ☐ Recycling Facility

*Notes:
a) Waste stream reduction refers to efforts taken by the builder to reduce the amount of waste generated by the project to below four (4) pounds per square foot of building area.
b) When using waste stream reduction measures, the gross weight of the product is subtracted from a base weight of four (4) pounds per square foot of building area. This reduction is considered additional diversion & can be used in the waste reduction percentage calculation.

2. Construction waste generated on this project for transport to a recycling facility will be:
(Check appropriate box)

☐ Sorted on-site (Source-separated) ☑ Bulk mixed (Single stream)

3. The facility where the construction waste material will be taken is: (attach separate sheet for additional facilities)
Name of Facility: Westside Landscape Address: 27107 State Hwy 33
Telephone: 209·862·3908 Newman, CA 95360

Application Date	Issue Date	Building Permit No
9/5/2025	12/9/25	2025-00001123

City of Turlock – Building Permit

156 S Broadway, Suite 130 Turlock, CA 95380 | Phone (209)668-5560 | building@turlock.ca.us | Inspection Line (209)668-5542, ext 2223

Project Information:
Work Address: 290 N THOR ST TURLOCK, CA 95380
Project Description: REPAIR/REPLACE 2 STAIRS FOR APARTMENT BUILDING
NWS Permit Type: RESIDENTIAL ALTERATION

Parcel Details:

APN: 061-024-058-000
Zoning: OR
Subdivision:
Lot Number:

Permit Details:

USDC: 434
Permit Type: REPAIR
Construction Type: VB
Total Valuation: $10000.00
OCC Group: 0
No. of Building:
No. of Units:
No. of Rooms:
Main Bldg Sq Ft:
Garage Sq Ft:
Misc Bldg Sq Ft:
Porch & Patio Sq Ft:
Sewer Fixture Units:

Owner Information:

Owners Name: ARMANDO & MARIA GARCIA
Owners Address: Personal Identifying Information (PII)
Personal Identifying Information (PII)
Owners Phone No:

Contractor Information:

Contractor Name: OWNER/BUILDER
State License No:
Phone No:
E-mail Address:
AGARCIA@WESTSIDELANDSCAPE.NET ←

Subcontractor Information:

Subcontractor Name:
State License No:
Subcontractor Name:
State License No:
Subcontractor Name:
State License No:

Design Professional Information:

Design Professional: NICHOLAS ANDERS BRITT
License No: C-40050
Phone Number:
E-Mail Address:

Comments

PER COMPLAINT ←

Exhibit K
1 of 2

Processed By:K SCULLY Plan Check By:SBABISHO

This permit will expire 1 (one) year from the date of permit issuance or 180 days from the last approved inspection.

Work Address: 290 N THOR ST TURLOCK, CA 95380 Building Permit No: 2025-00001123

OWNER BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars ($500).):

☐ I, as owner of the property, or my employees with wages as their sole compensation, will do ☐ all of or ☐ portions of the work, and the structure is not intended or offered for sale (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.).

☐ I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a licensed Contractor pursuant to the Contractors' State License Law.).☐ I am exempt from licensure under the Contractors' State License Law for the following reason:_____INITIAL_____

LICENSED CONTRACTOR DECLARATION

I hereby under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class _____ License no._____ INITIAL_____

WORKERS' COMPENSATION DECLARATION

WARNING: Failure to secure Workers' Compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000), in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest and attorney's fees.

I hereby affirm under penalty of perjury one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued

☐ I have and will maintain Workers' Compensation insurance, as required by section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier_____Policy No._____

EXEMPT(This section need not be completed if the permit is for one hundred dollars ($100) or Less).

☒ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California, and agree that if I should become subject to the Workers' Compensation provisions of section 3700 of the Labor Code, I shall forthwith comply with those provisions

INITIAL

ISSUANCE INFORMATION

By selecting the correct box below, I affirm under penalty of perjury under the laws of the State of California that I am the individual identified herein and the legal permit holder of record.

☒ OWNER ☐ CONTRACTOR ☐ AUTHORIZED AGENT

Signature of permit holder _____ Date 12/09/25

Charge Detail

Charge Description	Charge	Paid	Balance
A Plan Check Deposit	$500.00	$500.00	$0.00
A Plan Check Deposit Transfer	$-500.00	$-500.00	$0.00
BSASRF State Surcharge	$1.00	$0.00	$1.00
Construction Fee	$859.00	$0.00	$859.00
ENGINEERING FBHR FEE	$122.25	$0.00	$122.25
Fire Review	$100.00	$0.00	$100.00
Permit Handling	$286.00	$0.00	$286.00
Plan Check	$573.00	$500.00	$73.00
Planning Review	$25.58	$0.00	$25.58
Record Management	$171.00	$0.00	$171.00
SMIP Residential	$1.30	$0.00	$1.30
TOTALS:	$2,139.13	$500.00	$1,639.13

Exhibit K
2 of 2

Date Paid:	Amount Paid:	Payment Type:	Received By:
12/9/25	1639.13	Check #1743	PY

From: Electronic Plans Building
Sent: Dec 09, 2025 20:28:49.000000000 UTC
Subject: FW: 290 N Thor St, BP# 25-1123, Approved plans
To: kcastaneda@westsidelandscape.net <kcastaneda@westsidelandscape.net>

Please see the email below.

If you have any questions regarding Electronic Plan Review or Processes please contact Kayla Scully at 209-668-5370.

Thank you,

Building Division Staff

City of Turlock
Building and Safety Division
156 S Broadway, Ste 130
Turlock, CA 95380
P: (209) 668-5560

eplansbuilding@turlock.ca.us
cityofturlock.org

KS

Exhibit L
1 of 3

**** Please Note: Our offices will be closed December 23rd through January 1st. Inspection services will resume January 5th. ****

NOTICE: Adoption of 2025 California Building Codes
Effective January 1, 2026, the 2025 California Building Codes
will go into effect and apply to all new permit applications submitted to the City of Turlock Building & Safety Division.

To be reviewed under the 2022 California Building Codes, the following must be completed:

- A complete project submittal uploaded to the City's cloud link (Click Here To Submit Documents)
  Note: Incomplete submittals will not be accepted
- Paid plan check deposit
- Complete submittals must be received by **December 15, 2025, at 5:00 PM PST**

Submittals received after this deadline will be processed under the 2025 California Building Codes, following standard submittal process.

The Building & Safety Division is open Monday - Friday from 8 AM to 5 PM, excluding holidays. Please be advised that making an appointment is strongly encouraged to ensure that the necessary staff is available to assist you.

For more information or to schedule an appointment please call the Building Division at (209) 668-5560, email us at building@turlock.ca.us.

Please consider the environment before printing this email

From: Electronic Plans Building
Sent: Tuesday, December 9, 2025 12:24 PM
To: agarcia@westsidelandscape.net; ozr.drafting.design@gmail.com
Subject: 290 N Thor St, BP# 25-1123, Approved plans

Good Afternoon,

Thank you for the signed permit, that will be the job copy for your records. To schedule an inspection please call 209-668-5542 ext 2223 the business day prior before 4 pm.

Here is the link to your approved documents for the above referenced project.

http://cloud.turlock.ca.us/url/cyjgchtw6sruedmd

The City of Turlock requires that the Owner or Contractor print out all documents and have them available on site at the time of the first inspection. In the event that printed plans are not available for the inspector, further inspections will not be scheduled until a printed set is on site.

Please Note: The link containing the documents will expire 2 weeks from today's date.

If you have any questions regarding Electronic Plan Review or Processes please contact Kayla Scully at 209-668-5370.

Thank you,

Building Division Staff

City of Turlock
Building and Safety Division
156 S Broadway, Ste 130
Turlock, CA 95380
P: (209) 668-5560

eplansbuilding@turlock.ca.us
cityofturlock.org

KS

Exhibit L
2 of 3

**** Please Note: Our offices will be closed December 23rd through January 1st. Inspection services will resume January 5th. ****

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To be reviewed under the 2022 California Building Codes, the following must be completed:

- A complete project submittal uploaded to the City's cloud link (Click Here To Submit Documents)

Note: Incomplete submittals will not be accepted

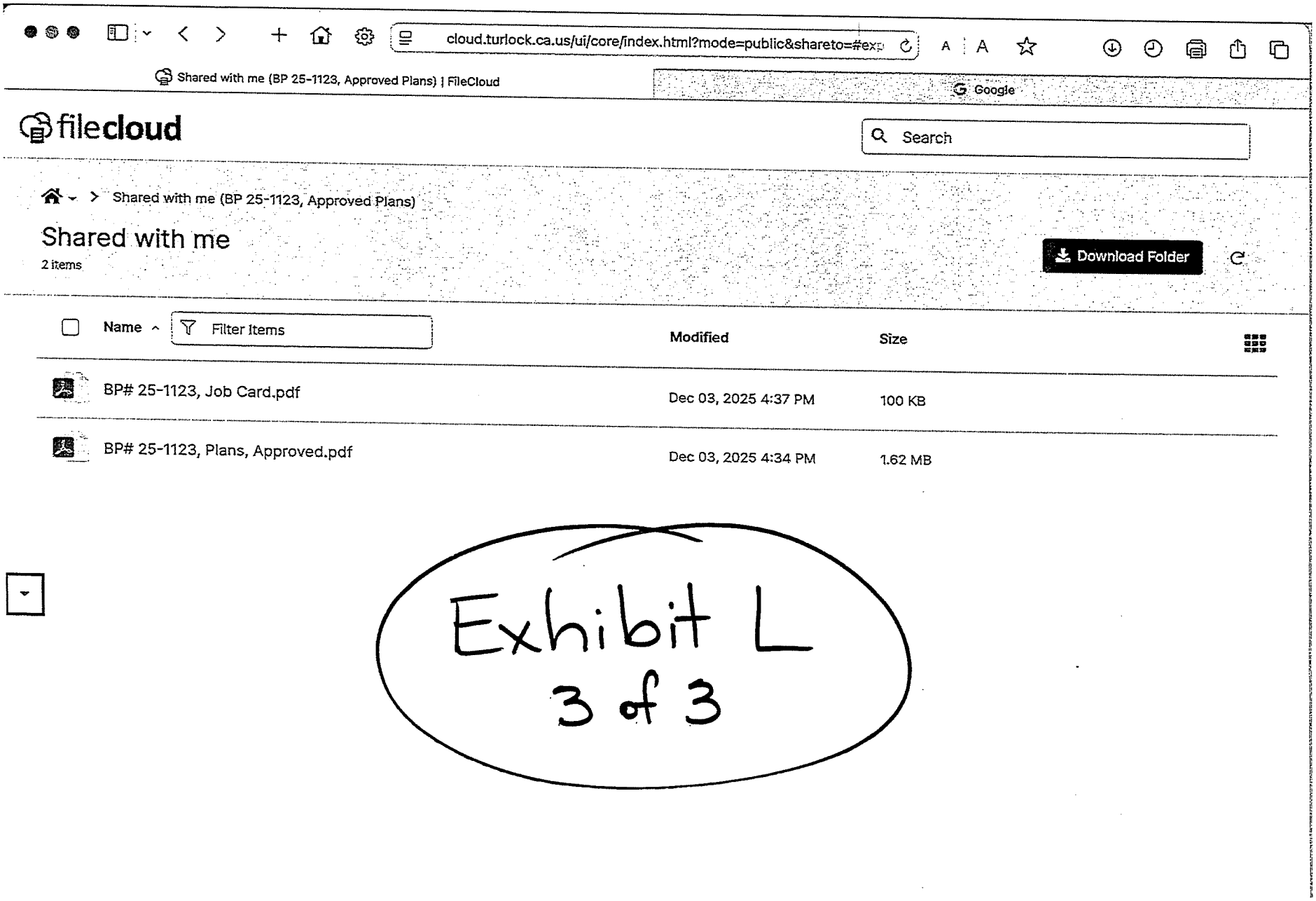


Exhibit L
3 of 3

From: Electronic Plans Building
Sent: Feb 09, 2026 20:39:02.653930700 UTC
Subject: FW: 290 N Thor St, BP# 25-1123, Approved plans
To: agarcia@westsidelandscape.net <agarcia@westsidelandscape.net>; ozr.drafting.design@gmail.com <ozr.drafting.design@gmail.com>; kcastaneda@westsidelandscape.net <kcastaneda@westsidelandscape.net>

Good Afternoon,

Please see the email with the highlighted link to the approved documents.

If you have any questions regarding Electronic Plan Review or Processes please contact Kayla Scully at 209-668-5370.

Thank you,

Building Division Staff

City of Turlock
Building and Safety Division
156 S Broadway, Ste 130
Turlock, CA 95380
P: (209) 668-5560

eplansbuilding@turlock.ca.us
cityofturlock.org

KS

Exhibit M
1 of 2

NOTICE: Effective January 1, 2026
Adoption of 2025 California Building Codes

The Building & Safety Division is open Monday - Friday from 8 AM to 5 PM, excluding holidays. Please be advised that making an appointment is strongly encouraged to ensure that the necessary staff is available to assist you.

For more information or to schedule an appointment please call the Building Division at (209) 668-5560, email us at building@turlock.ca.us.

P **Please consider the environment before printing this email**

From: Electronic Plans Building
Sent: Monday, January 26, 2026 9:03 AM
To: agarcia@westsidelandscape.net; ozr.drafting.design@gmail.com
Subject: FW: 290 N Thor St, BP# 25-1123, Approved plans

Good Morning,

Please see the email below for the link to the approved documents.

If you have any questions regarding Electronic Plan Review or Processes please contact Kayla Scully

at 209-668-5370.

Thank you,

Building Division Staff

City of Turlock
Building and Safety Division
156 S Broadway, Ste 130
Turlock, CA 95380
P: (209) 668-5560

eplansbuilding@turlock.ca.us
cityofturlock.org

KS

Exhibit M
2 of 2

NOTICE: Effective January 1, 2026
Adoption of 2025 California Building Codes

The Building & Safety Division is open Monday - Friday from 8 AM to 5 PM, excluding holidays. Please be advised that making an appointment is strongly encouraged to ensure that the necessary staff is available to assist you.

For more information or to schedule an appointment please call the Building Division at (209) 668-5560, email us at building@turlock.ca.us.

P **Please consider the environment before printing this email**

From: Electronic Plans Building
Sent: Tuesday, December 9, 2025 12:24 PM
To: agarcia@westsidelandscape.net; ozr.drafting.design@gmail.com
Subject: 290 N Thor St, BP# 25-1123, Approved plans

Good Afternoon,

Thank you for the signed permit, that will be the job copy for your records. To schedule an inspection please call 209-668-5542 ext 2223 the business day prior before 4 pm.

Here is the link to your approved documents for the above referenced project.

Public Interest Exception ← same link as before

The City of Turlock requires that the Owner or Contractor print out all documents and have them available on site at the time of the first inspection. In the event that printed plans are not available for the inspector, further inspections will not be scheduled until a printed set is on site.

Please Note: The link containing the documents will expire 2 weeks from today's date.

If you have any questions regarding Electronic Plan Review or Processes please contact Kayla Scully at 209-668-5370.

Enrique Delgadillo

From: Enrique Delgadillo
Sent: Tuesday, February 10, 2026 12:16 PM
To: 'agarcia@westsidelandscape.net'
Subject: REF: CORRECTION NOTICE FOR STAIRS AT 290 N THOR

Hello Armando,

Here is an updated correction notice some items were not noted on the copy I provided you out in the field.

1. Provide additional **4x4 post**, to be every **48" O.C. per plans**
2. Guard Rail height to be **42" min.**
3. **Max Riser Height of 7"** as noted in **General Notes on page SP1 Note I.** Tolerance between the largest and smallest tread and riser **not exceed .375" (3/8") in any flight of stairs. CBC 1009.4.4**
4. Provide hand Rails.
5. Missing **LSCZ connectors** at stringers, detailed on **page SP1 detail 6.**
6. Provide additional info on attachment of ledger to existing building.
7. As noted on **page SP1 General Notes (H) and detail 2,** Upper landing and all treads shall be marked by a strip of clearly contrasting color at least 2" wide parallel to and not more than 1" from the nosing of the tread or landing. The strip shall be the full width of the treads and landing and of material that is at least as slip resistant as the treads CBC 1115A.5

If you have any questions in regards to this correction notice please feel free to contact me.

Thank you,

Exhibit N

Enrique Delgadillo
City of Turlock – Building Division
156 S Broadway Ste 130 Turlock CA 95380
P 209.668.5560 Ext: 2207
F 209.668.5107
Edelgadillo@turlock.ca.us

The Building & Safety Division is currently open by appointment only Monday – Friday from 8AM-5PM, excluding holidays. Customer service will continue to be available by phone or email during normal business hours (Monday – Friday from 8AM-5PM).

For more information or to schedule an appointment please call the Building Division at (209) 668-5560, email us at building@turlock.ca.us

NOTICE: Adoption of 2025 California Building Codes
Effective January 1, 2026, the 2025 California Building Codes
will go into effect and apply to all new permit applications submitted to the City of Turlock Building & Safety Division.

To be reviewed under the 2022 California Building Codes, the following must be completed:

- A complete project submittal uploaded to the City's cloud link (Click Here To Submit Documents)

Note: Incomplete submittals will not be accepted

Nicholas Britt

Nicholas Britt <nbritt@nabarchitect.com>
to: sds1@tutamail.com + 1 ▲ Tue, Feb 17, 2026 • 9:14 AM

From
Nicholas Britt <nbritt@nabarchitect.com>

To
Shawn Sheridan <sds1@tutamail.com>

Cc
Sds1 <sds1@tutamail.com>

Re: URGENT VERIFICATION: Life-Safety Deviations - Permit #25-1123 (290 N Thor)

Mr. Sheridan,

I did not authorize any of the field changes described in your email, nor was I consulted regarding any substitutions or deviations from the approved plans.

My professional involvement in this project is limited to the design documents. I have no construction administration role. This is an owner/builder permit, and compliance of the constructed work with the approved plans is the responsibility of the owner/builder, subject to the City of Turlock's inspection process.
Concerns regarding construction deviations should be directed to the City of Turlock Building and Safety Division.

Exhibit D
1 of 3

Regards,

Nicholas Britt, RA, AIA, SARA, NCARB
Principal Architect
NAB Architects
Design | Engineering | Permitting

619 322 6425
nbritt@nabarchitect.com
nabarchitect.com

I sometimes send emails outside typical hours — please respond when it works for you.

Exhibit O
2 of 3

From: Shawn Sheridan <sds1@tutamail.com>
Sent: Tuesday, February 17, 2026 8:00:47 AM
To: Nicholas Britt <nbritt@nabarchitect.com>
Cc: Sds1 <sds1@tutamail.com>
Subject: URGENT VERIFICATION: Life-Safety Deviations - Permit #25-1123 (290 N Thor)

Dear Mr. Britt,

I am writing to you directly following your February 6 confirmation that you exercise "Responsible Control" over the project at 290 N Thor St in Turlock, CA. I am the lawful occupant of Apt 200 and the Legal Agent for the tenant, my 81-year-old mother, Frances Dianne Sheridan. The tenant has lived at the apartment for ten years.

The structure erected this weekend (Feb 14-15) deviates fatally from your stamped plans. I request a specific "Yes" or "No" regarding whether you authorized the following field changes, as they currently represent an immediate hazard to the resident:

1. FOUNDATION & HARDWARE MISMATCH:
The landing concrete anchors were poured with a 1.5" X-axis error and a 17" Y-axis error. The contractor substituted specified 4x4 posts with 4x6 posts jammed into 4x4 Simpson connectors to bridge the gap.

- **Did you authorize this hardware mismatch and the resulting 17" unsupported cantilever?**

2. HANDRAILS & ACCESSIBILITY:
The 1.5" metal tubes specified on Sheet SP1 were omitted. They were replaced with 2x6 lumber (14" perimeter), which violates CBC § 1014.3 graspability requirements and creates a functional barrier for the 81-year-old resident.

- **Did you authorize the omission of the steel handrails and the substitution of non-graspable 2x6 lumber?**

3. LANDING GEOMETRY:

Actual balcony projection is 14", not the 11" assumed in your plans. The contractor reduced the landing depth to 39" to compensate, violating the 42" minimum (CBC § 1011.6).

- **Did you authorize a 39" landing depth?**

4. LUMBER SPECIFICATION:
The structure was built with Green Douglas Fir (GDF) despite your requirement for Pressure Treated or naturally decay-resistant No. 2 or better.

- **Did you authorize the use of untreated GDF for exterior structural framing?**

5. TREAD NOSING OMISSION:
The stair treads were constructed with zero nosing, resulting in flush risers. This violates the riser profile requirements of CBC § 1011.5.5 and significantly increases the tripping hazard for the elderly resident by reducing the safe tread depth.

- **Did you authorize the omission of the required tread nosing?**

If you did NOT authorize these changes, you are professionally obligated to notify the Turlock Building and Safety Division immediately. Silence on your part, now that you are on actual notice of these defects, will be construed as your ratification of this non-compliant work.

I await your immediate response.

Shawn Sheridan
Legal Agent for Tenant, Frances Dianne Sheridan
290 N Thor St, Apt 200
Turlock, CA 95380

Exhibit O
3 of 3

BA20251362449

STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 657-5448

Exhibit P

For Office Use Only

-FILED-

File No.: BA20251362449
Date Filed: 6/26/2025

Entity Details

Corporation Name	AMARAK MANAGEMENT, INC.
Entity No.	4042338
Formed In	CALIFORNIA

Street Address of Principal Office of Corporation

Principal Address	549 CROW HILL DR NEWMAN, CA 95360

Mailing Address of Corporation

Mailing Address	549 CROW HILL DR NEWMAN, CA 95360
Attention	

Street Address of California Office of Corporation

Street Address of California Office	549 CROW HILL DRIVE NEWMAN, CA 95360

Officers

Officer Name	Officer Address	Position(s)
KARINA CASTANEDA	549 CROW HILL DRIVE NEWMAN, CA 95360	Secretary, Chief Financial Officer
ARMANDO P GARCIA SR	549 CROW HILL DR NEWMAN, CA 95360	Chief Executive Officer

Additional Officers

Officer Name	Officer Address	Position	Stated Position
ARMANDO GARCIA JR.	549 CROW HILL DRIVE NEWMAN, CA 95360	Vice President	
ROLANDO GARCIA	549 CROW HILL DRIVE NEWMAN, CA 95360	Vice President	

Directors

Director Name	Director Address
ROLANDO GARCIA	549 CROW HILL DRIVE NEWMAN, CA 95360
KARINA CASTANEDA	549 CROW HILL DRIVE NEWMAN, CA 95360
ARMANDO GARCIA JR	549 CROW HILL DRIVE NEWMAN, CA 95360

The number of vacancies on Board of Directors is: 0

Agent for Service of Process

Agent Name	ARMANDO P GARCIA
Agent Address	549 CROW HILL DR NEWMAN, CA 95360

B3807-2273 06/26/2025 10:05 AM Received by California Secretary of State

Kim Hammack

Kim Hammack <KHammack@turlock.ca.us>
to: sds1@tutamail.com + 2

Fri, Feb 27, 2026 • 1:40 PM

From
Kim Hammack <KHammack@turlock.ca.us>

To
sds1@tutamail.com <sds1@tutamail.com>

Cc
Adrienne Werner <AWerner@turlock.ca.us> Donna Andrino <DAndrino@turlock.ca.us>

Voicemail Follow Up - Next Steps

Hi Shawn,

Thank you for your voicemail. I wanted to follow up and outline the next steps.

Once we receive an inspection request, our inspection staff will perform the requested inspection. After the inspection is performed, the status and all relevant findings will be documented.

Sincerely,

Exhibit R

Kimberly Hammack

City of Turlock- Building Division

156 S Broadway Ste 130 Turlock, CA 95380

P 209.668.5560 Ext: 2207

F 209.668.5107

Khammack@turlock.ca.us

cityofturlock.org

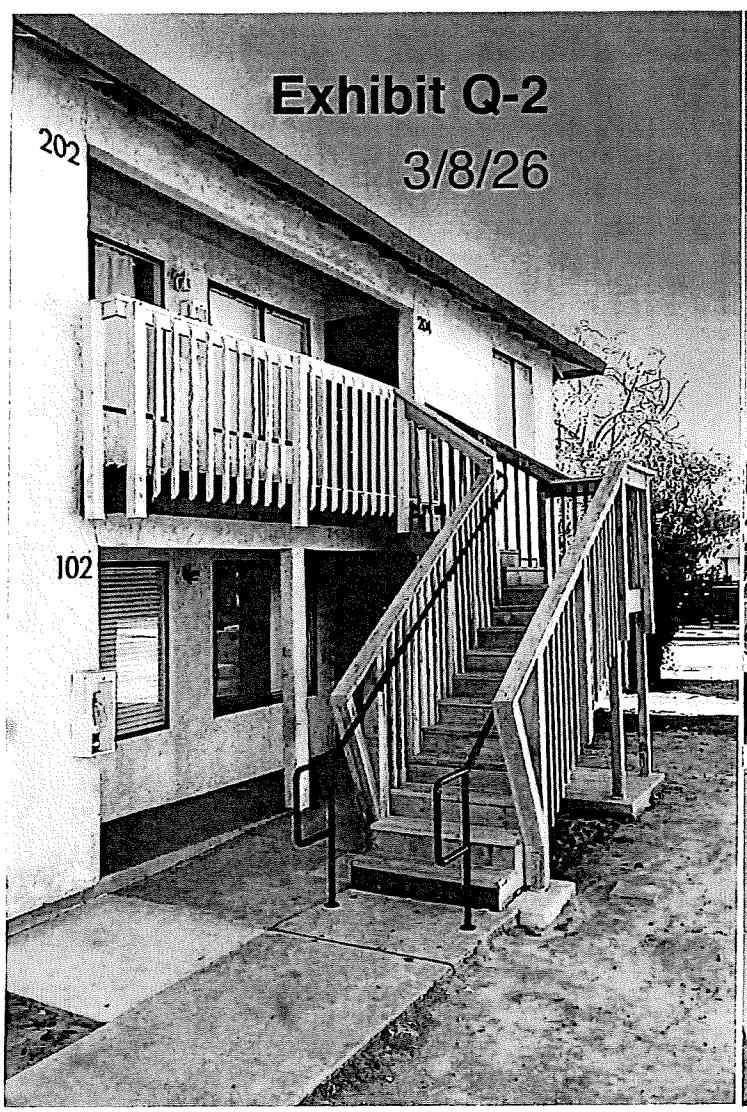


Exhibit Q-2
3/8/26
202
204
102

Exhibit Q-1
3/8/26
200
100

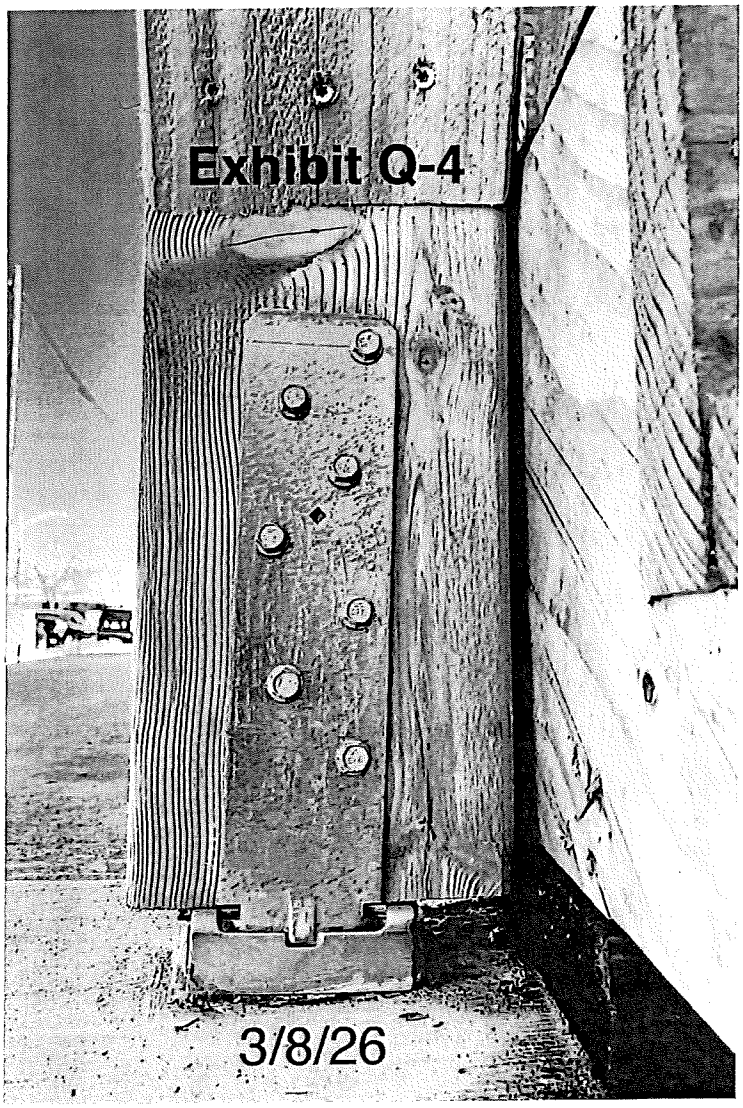


Exhibit Q-4
3/8/26

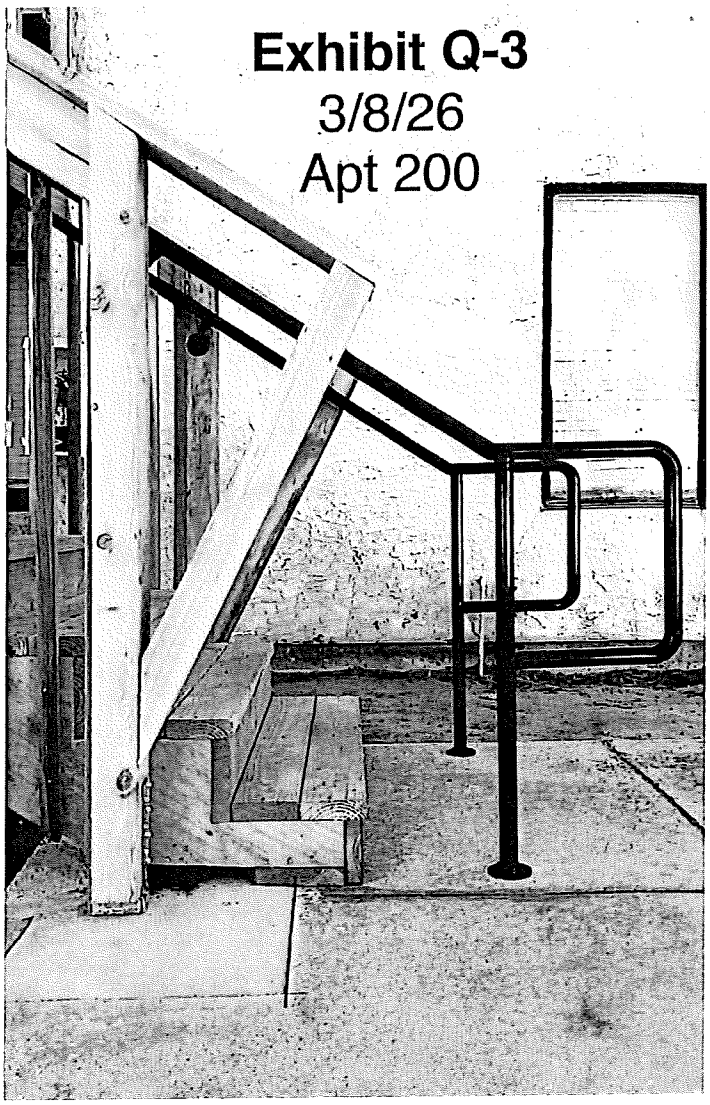


Exhibit Q-3
3/8/26
Apt 200

Exhibit Q-6
3/8/26

Exhibit
Q-5
3/8/26
TOP CHOICE
2X8X8 GDF
HAMPTON LUMBER
GDF

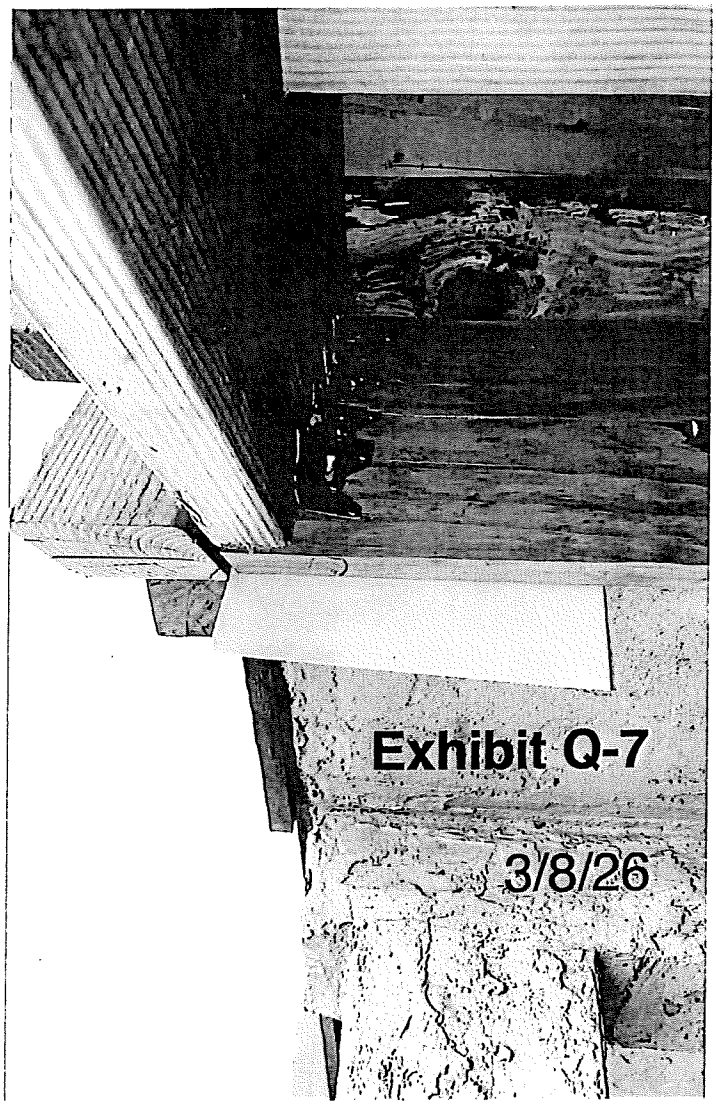


Exhibit Q-7
3/8/26

Received
MAR 25 2026
City of Turlock
City Clerk's Office

ADDENDUM II TO CHAPTER 1-4 NOTICE OF APPEAL:

REASONS AND BASIS FOR APPEAL & DEMAND FOR REVOCATION

SUBJECT: Newly Discovered Evidence: Post-Dated Statutory Documents, Deceptive Signatures, & Compromised Executive Review (Permit #25-1123)

DATE: March 25, 2026

I. INTRODUCTION OF NEW EVIDENCE

Following the submission of the primary Appeal Addendum, the Appellant received the City's official response to Public Records Act (PRA) Request #26-158. This fulfillment contained two documents:

- A newly executed "Owner-Builder Acknowledgment" form dated February 17 and 18, 2026 **(See Exhibit S)**.
- A copy of the original December 9, 2025, building permit.

This evidence demonstrates the City's reliance on newly manufactured, post-dated public documents that were not part of the original permit application, rendering the initial December 9 issuance void ab initio.

II. THE "BLANK BOX" JURISDICTIONAL FAILURE

The original December 9, 2025 permit records physically prove the City issued Permit #25-1123 without a valid statutory foundation:

- The applicant failed to check the statutorily required exemption box stating: *"I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project."*
- The "State License No." and "Subcontractor Information" fields were left entirely blank.
- Pursuant to Business and Professions Code § 7031.5, an applicant must file a signed statement establishing the exact legal basis for their exemption. Because these mandatory declarations were left completely blank on the issued permit, the City authorized construction without the required statutory foundation.

III. CHRONOLOGICAL IMPOSSIBILITY & THE ADMINISTRATIVE CURE

The newly accepted Owner-Builder Acknowledgment form **(Exhibit S)** bears a City-stamped revision date of January 16, 2026. It is a chronological impossibility for this form to have been a component of the original December 9 permit application **(See Exhibit I for the original December 9 form)**. The execution timeline of this new paperwork demonstrates a reactive administrative cure:

- **February 17, 10:12 AM:** The Appellant officially notifies the City that the Architect of Record disavowed the defective, un-engineered construction.
- **February 17 (Post-Notice):** The primary pages of the newly created dated Owner-Builder form **(Exhibit S, Pages 1-2)**are suddenly filled out and signed.
- **February 18, 7:55 AM:** The Appellant serves the City with a "Notice of Failure to Perform Mandatory Duty".
- **February 18 (Post-Notice):** The separate "Authorization of Agent" page **(Exhibit S, Page 3)** is suddenly signed and dated, utilizing distinctly different handwriting.

IV. SUBMISSION OF DECEPTIVE AND INVALID SIGNATURES

The integrity of the newly submitted February 17-18 documents is fundamentally compromised by deceptive signatures that subvert the City's mandatory verification protocols:

- The Owner-Builder Acknowledgment form contains a strict safeguard, mandating: *"A copy of the property owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature."*
- The handwritten printed name "Armando Garcia" and the associated signatures executed on the post-dated February 17 and 18 forms **(Exhibit S)** bear severe, fundamental discrepancies from the known, publicly filed signatures of the Record Owner/Trustee, Armando P. Garcia Sr. **(See Exhibit T for handwriting analysis)**.
- By presenting the City with these mismatched and contradictory signatures, the executing party filed a highly deceptive instrument. The Commission cannot allow a permit to be retroactively validated by documents that bear the visual hallmarks of a falsified submission.

V. CONCEALMENT OF DOCUMENTS AND INVALIDATION OF THE EXECUTIVE DECISION

The administrative record proves that the final executive decision to uphold this permit was based on a compromised review process in which critical documents were either hidden or processed covertly:

- **Prior to February 28:** Interim City Manager Gary Hampton consults with the City Attorney regarding the permit and the appeal.
- **February 28 & March 2:** The Interim City Manager conducts site visits, accompanied by the Development Services Director and Police Chief on March 2.
- **March 2:** The Interim City Manager formally relays that, based on his advisement from City officials, the City considers the permit "valid."
- **March 19:** The Interim City Manager explicitly confirms directly to the Appellant via telephone that he possessed *zero knowledge* of the newly executed February 17-18 Owner-Builder forms **(Exhibit S)**.

Logical Conclusion: The processing of these post-dated documents was either a rogue administrative action by subordinate staff, or their existence was actively concealed from the Interim City Manager by the Development Services Director and the City Attorney during his formal executive review. In either scenario, the March 2 executive decision was based on an incomplete and legally defective administrative record, rendering the determination invalid.

Clarification of Appellate Scope: The Appellant is not raising a personnel grievance, nor requesting the Commission to adjudicate the discipline of any municipal employee. This Addendum constitutes a direct, procedural challenge to the integrity of the administrative record. To lawfully rule on the validity of Permit #25-1123, the Commission must acknowledge that the March 2 executive decision was based on incomplete files, as critical statutory documents were withheld from the Interim City Manager. This constitutes a fatal procedural defect in the permit's validation process, which falls strictly within the appellate jurisdiction of this Commission.

VI. URGENT ESCALATION: ONGOING STRUCTURAL FAILURE (MARCH 20, 2026)

While the administrative record demonstrates a retroactive attempt to legitimize this permit, new physical evidence proves the un-engineered construction is actively failing. On March 20, 2026, the Appellant formally notified the Development Services Director and the Interim City Manager of an imminent worsening of the life-safety hazard:

- Photographic evidence taken on March 20 demonstrates that the un-engineered stairs are actively detaching from the balcony.
- The separation between the stair stringers and the header board has widened since the initial March 8 filing, creating a 1/2-inch gap accompanied by visibly bent and distorted metal connectors.
- The wood materials are rapidly degrading. The upper flight exhibits multiple long cracks across both the treads and risers, with one tread now developing a 1/8-inch separation gap at its edge.
- This active physical deterioration confirms that the Architect of Record's written disavowal of the field changes was structurally warranted. The City's continued reliance on administrative "correction lists," rather than immediate revocation and shoring, is actively perpetuating a collapse hazard.

VII. CONCLUSION

This newly discovered evidence further confirms that Permit #25-1123 is a legal nullity. A jurisdictionally void permit cannot be legitimized by the retroactive manufacturing of deceptive paperwork, nor can an executive review be sustained when those documents are actively concealed from the decision-maker. The administrative record now definitively proves this permit is held together by invalid and post-dated submissions.

Respectfully submitted,

Shawn Sheridan
Legal Agent for Tenant, Frances Dianne Sheridan
290 N Thor St, Apt 200
Turlock, CA 95380
sds1@tutamail.com

ADDITIONAL APPELLANT'S EXHIBIT LIST – PERMIT #25-1123

Exhibit	*Document*
S	2026 'Owner-Builder Acknowledgment' and 'Authorization of Agent' form
T	Handwriting Analysis

DEPARTMENT OF DEVELOPMENT SERVICES - Building & Safety Division
156 S. BROADWAY, SUITE 130 | TURLOCK, CALIFORNIA 95380
PHONE 209-668-5560 | EMAIL BUILDING@TURLOCK.CA.US | WEBSITE CITYOFTURLOCK.ORG

Owner-Builder Acknowledgement

Disclosures and Forms for Owner-Builders Applying for Construction Permits

In an effort to protect the citizens of California from unlicensed Contractors taking advantage of property owners; beginning January 1, 2009 California Assembly Bill 2335 amended the California Health and Safety Code, Section 19825, regarding disclosures and verifications required for all applicants seeking Owner-Builder construction permits. These new application requirements provide an enhanced level of consumer awareness and protection for property owners accepting the risks associated with Owner-Builder construction permits and will help in slowing the unsafe and illegal construction taking place in California. Because of these amendments, the City of Turlock is required by Sate Law to include in your application documents the necessary forms and disclosures as attached. Before a permit can be issued you are required to complete and sign these documents pursuant to the California Health and Safety Code requirements.

Exhibit S

Important! Notice to Property Owner

Dear Property Owner:
An application for a building permit has been submitted in your name listing yourself as the builder of the property improvements specified at 290 N. Thor, Turlock CA. 95380. We are providing you with an Owner-Builder Acknowledgment & Information Verification Form to make you aware of your responsibilities & possible risks you may incur by having this permit issued in your name as the Owner-Builder.

1 of 3

We will not issue a building permit until you have read, initialed your understanding of each provision, signed, and returned this form to The City of Turlock Building & Safety Division.

An agent of the owner cannot execute this notice unless you obtain the prior approval of the permitting authority.

Owner's Acknowledgment & Verification of Information

Directions: Read & initial each statement below to signify you understand or verify this information.

AG. 1. I understand a frequent practice of unlicensed persons is to have the property owner obtain an "Owner-Builder" building permit that erroneously implies that the property owner is providing his or her own labor & material personally. I, as an Owner-Builder, may be held liable & subject to serious financial risk for any injuries sustained by an unlicensed person & his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an Owner-Builder and am aware of the limits of my insurance coverage for injuries to workers on my property.

AG. 2. I understand building permits are not required to be signed by property owners unless they are responsible for the construction and are not hiring a licensed Contractor to assume this responsibility.

AG. 3. I understand as an "Owner-Builder" I am the responsible party of record on the permit. I understand that I may protect myself from potential financial risk by hiring a licensed Contractor and having the permit filled in his or her name instead of my own.

AG. 4. I understand Contractors are required by law to be licensed and bonded in California and to list their license numbers on permits and contracts.

Responsible Division: Building & Safety
Effective date: 1/1/2009 **Most recent revision date:** 1/16/2026

AG. 5. I understand if I employ or otherwise engage any persons other that California licensed Contractors and the total value of my construction is at least five hundred dollars ($500), including labor and materials, I may be considered an "employer" under state and federal law.

AG. 6. I understand if I am considered an "employer" under state and federal law, I must register with the state and federal government, withhold payroll taxes, provide workers' compensation disability insurance and contribute to unemployment compensation for each "employee." I also understand my failure to abide by these laws may subject me to serious financial risk.

AG. 7. I understand under California Contractors' State License Law, an Owner-Builder who builds single-family residential structures cannot legally build them with the intent to offer them for sale, unless all work is performed by licensed subcontractors and the number of structures does not exceed four within any calendar year, or all of the work is performed under contract with a licensed general building contractor.

Exhibit S

AG. 8. I understand as an Owner-Builder if I sell the property for which this permit is issued, I may be held liable for any financial or personal injuries sustained by any subsequent owner(s) that result from any latent construction defects in the workmanship or materials.

(2 of 3)

AG. 9. I understand I may obtain more information regarding my obligations as an "employer" from the Internal Revenue Service, the United States Small Business Administration, the California Department of Benefit Payments and the California Division of Industrial Accidents. I also understand I may contact the California Contractors' State License Board (CSLB) at 1-800-321-CSLB (2752) or www.cslb.ca.gov for more information about licensed contractors.

AG. 10. I am aware of and consent to an Owner-Builder building permit applied for in my name and understand that I am the party legally and financially responsible for proposed construction activity at the above listed address.

AG. 11. I agree that, as the party legally and financially responsible for this proposed construction activity, I will abide by all applicable laws and requirements that govern Owner-Builders as well as employers.

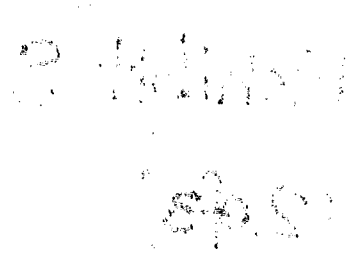
AG. 12, I agree to notify the City of Turlock Building and Safety Division immediately of any additions, deletions, or changes to any of the information I have provided on this form.

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors' State License Board may be unable to assist you with any financial loss you may sustain as a result of a complaint. Your only remedy against unlicensed Contractors may be in civil court. It is also important for you to understand that if an unlicensed Contractor or employee of that individual or firm is injured while working on your property, you may be held liable for damages. If you obtain a permit as Owner-Builder and wish to hire Contractors, you will be responsible for verifying whether or not those Contractors are properly licensed and the status of their workers' compensation insurance coverage.

Before a building permit can be issued, this form must be completed and signed by the property owner and returned to the City of Turlock Building and Safety Division. A copy of the property owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

Property Owner's Name (print) Armando Garcia

Signature of Property Owner Armando Garcia Jr. Date: 2/17/16



The following is required to be completed by the property owner only when designating an agent of the property owner to apply for a construction permit for the Owner-Builder.

Authorization of Agent to Act on Property Owner's Behalf

Excluding the Notice to Property Owner, the execution of which I understand is my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain an Owner-Builder Permit for my project.

Scope of Construction Project (or Description of Work): Stairs are being repaired.

Project Address: 296 Thor Avenue, Turlock

Name of Authorized Agent: Armando Garcia

Phone Number: 209.765.3112. Email Address: agarcia@westsidelandscape.net.

I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy.

Property Owner's Name (print) ARMANDO GARCIA

Property Owner's Signature: [signature] Date: 2/10/26.

Note: A copy of the owner's drivers license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

Exhibit S
(3 of 3)

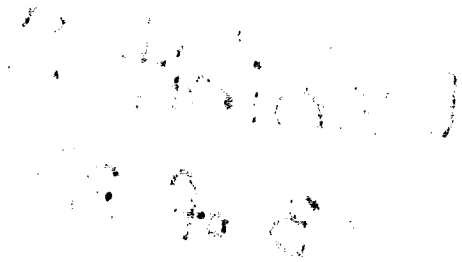


Exhibit T (1 of 3)

The following handwriting comparisons demonstrate severe, fundamental discrepancies regarding the signatures of Armando P. Garcia Sr. on the 'Owner-Builder' and 'Authorization of Agent' form/pages dated February 17 and 18, 2026. The two recent signatures contradict seven (7) distinct state-filed signatures from 2017 and 2018. Furthermore, the signatures executed on February 17 and February 18 bear no resemblance to one another.

▶ **02/17/2026** - Alleged signature of Armando P. Garcia, Sr. on 'Owner-Builder' form:

me (print) Armando Garcia

Owner Armando Garcia P. Date: 2/17/26

▶ **02/18/2026** - Alleged signature of Armando P. Garcia, Sr. on 'Auth of Agent' page:

int) ARMANDO GARCIA

: Armando Garcia P. Date: 2/18/26

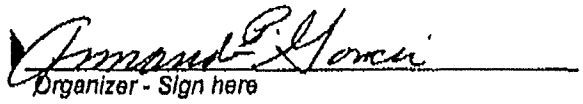
▶ **2017** - State-filed signatures of Armando P. Garcia, Sr. for multiple LLCs and corporation:

By: Armando Garcia
ARMANDO P. GARCIA, SR., Incorporator

Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here
Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here
Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here
Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here
Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here

Exhibit T (2 of 3)

▶ **2018** - State-filed signature for Amarak Investments, LLC:



Organizer - Sign here

Armando P. Garcia
Print your name here

The state-filed signatures from 2017-2018 reveal:

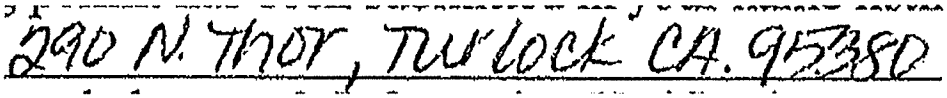
- Both the small 'a' in Armando and 'c' in Garcia were clearly visible.
- The 'd' did not have a large loop.
- A horizontal line was consistently at the end of 'o'.
- His 'G' never connected to 'a'.
- His signature did not end with 'P'.

The signature dated 02/18/26 was signed under penalty of perjury. Two people are known without doubt to have handled one or both documents: Armando Garcia Jr. and Karina (Garcia) Castaneda.

****

▶ **02/20/2025** - Karina's handwriting when she was the property manager in 2025:

▶ **02/17/2026** - Karina's recent handwriting on the 'Owner-Builder' form:



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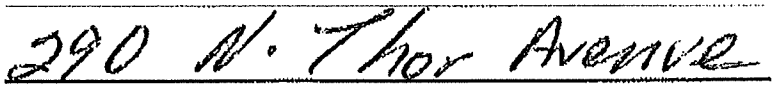
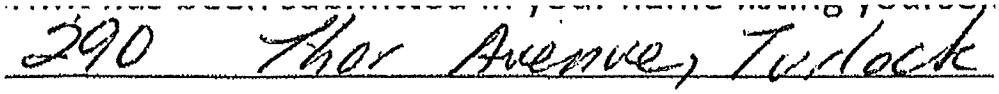
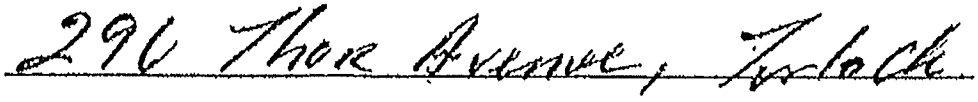
▶ **12/09/2025** - Armando Jr.'s handwriting on the 'Construction Waste Management' form:



▶ **12/09/2025** - Armando Jr.'s handwriting on the 'Owner-Builder' form:



▶ **02/18/2026** - Armando Jr.'s handwriting on the 'Authorization of Agent' page:



▶ **12/09/2025** - Armando Jr.'s handwriting on the 'Construction Waste Management' form:

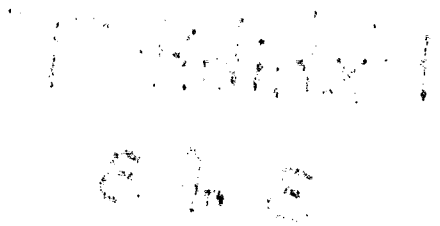
Project Name: Stairs

▶ **02/18/2026** - Armando Jr.'s handwriting on the 'Authorization of Agent' page:

Description of Work): Stairs

The declaration on the 'Authorization of Agent' page states: *"I declare under penalty of perjury that I am the property owner for the address listed above* ***and I personally filled out the above information*** *and certify its accuracy."* The handwriting analysis physically proves that Armando P. Garcia Sr. did not personally fill out the required information. Because the signatory swore under penalty of perjury to have personally executed the form, the visible presence of a third party's handwriting explicitly invalidates the document as a deceptive submission.

Exhibit T
3 of 3



Received
MAR 30 2026
City of Turlock
City Clerk's Office

ADDENDUM III TO CHAPTER 1-4 NOTICE OF APPEAL:
REASONS AND BASIS FOR APPEAL & DEMAND FOR REVOCATION

SUBJECT: Rebuttal to April 2, 2026 Staff Report & Requested Amendments to Draft Resolution 2026-08 (Permit #25-1123)

DATE: March 30, 2026

I. INTRODUCTION

Ahead of the April 2nd hearing, this addendum serves to correct severe, material misstatements of fact contained within the City's Staff Report and provide the necessary legal findings to amend Draft Resolution 2026-08. The report attempts to frame the issuance of Permit #25-1123 as a routine administrative matter. However, the internal documentary record proves the City bypassed mandatory safety protocols, ignored formal warnings, and accepted deceptive, perjurious paperwork to retroactively justify a void permit.

II. FORMAL REBUTTAL TO STAFF REPORT MISSTATEMENTS

- **The "Updated Form" is a Substitution to Cover Up Perjury:** The Staff Report claims staff merely "requested that the property owner complete an updated owner-builder form," received on February 18, 2026. In reality, the original December 9, 2025, form was not missing an agent's authorization; it was executed fraudulently. The applicant, Armando Jr., left the "Authorization of Agent" section completely blank and signed directly on the "Signature of property owner" line. The February 18th substitution is perjurious on its face, as handwriting analysis proves the document was physically written by Armando Garcia Jr., not the property owner, expressly violating the declaration stating, "I personally filled out the above information...".

- **Actual Notice of Fraud in December 2025:** The Staff Report claims the City only addressed concerns after a February 9, 2026, meeting with the Appellant. This is false; the City was put on formal, written notice on December 22, 2025, and again on January 9, 2026, explicitly warning the Development Services Director and the Interim City Manager that the permit was facially invalid and issued to a non-owner corporate contractor bypassing state licensing laws.

- **Unilateral Bypass of Mandatory Engineering Review:** The Staff Report claims the Building Official acted within their authority under the California Building Code. Conversely, internal routing records prove the Engineering Department explicitly rejected the plans on October 14, 2025. Permit Administration unilaterally bypassed this safety check on November 24, entering the note: "NOT ROUTED TO ENG.".

- **Concealment of the Architect's Disavowal:** The Staff Report states that building inspectors "did not identify or document conditions that would classify the stair construction as unsafe". This willfully omits that on February 17, 2026, the independent Architect of Record explicitly confirmed in writing that he did not authorize or consult on any of the structural deviations for the replacement stairs built February 14-15. These un-engineered stairs are currently cracking and physically detaching from the balcony.

III. REQUESTED AMENDMENTS TO DRAFT RESOLUTION 2026-08

To establish the proper legal findings necessary to revoke this invalid permit and protect public safety, the Planning Commission must uphold the appeal and adopt Resolution No. 2026-08, subject to the following mandatory amendments:

Corrections to Factual Timeline ("WHEREAS" Clauses)

- **AMEND Paragraph 1:** Strike "July 11, 2025" and replace with "June 13, 2025" to accurately reflect when the City was first notified of the exterior stairway light hazard.
- **ADD New Clause:** "WHEREAS, the City of Turlock was put on actual, written notice on December 22, 2025, that Permit #25-1123 was facially invalid and lacked mandatory statutory declarations;".
- **ADD New Clause:** "WHEREAS, the independent Architect of Record explicitly confirmed in writing on February 17, 2026, that he did not authorize or consult on the structural deviations from his approved plans;".

Corrections to Legal Findings

- **AMEND Paragraph 10:** Strike the vague language "was made in error or was inconsistent with applicable procedures". Replace with: *"WHEREAS, the Planning Commission finds that Permit #25-1123 is jurisdictionally void ab initio because it was issued on December 9, 2025, without the mandatory 'Owner-Builder' and 'Workers' Compensation' statutory declarations required by California Health & Safety Code § 19825;".*
- **ADD New Finding:** "WHEREAS, the Planning Commission finds that the administrative determination to issue Permit #25-1123 was inconsistent with applicable safety procedures, specifically because Permit Administration unilaterally waived a mandatory Engineering Division review after the plans were initially rejected on October 14, 2025;".

- **ADD New Finding:** "WHEREAS, the Planning Commission finds that the administrative attempt to retroactively validate the permit utilizing substituted forms dated February 17 and 18, 2026, is legally invalid, as those forms contain deceptive signatures and perjury regarding who personally filled out the documents;".

Corrections to the Final Order ("NOW THEREFORE" Clause)

- **AMEND Final Paragraph:** Add the following to the end of the final sentence: *"...and further directs that any future building permit for this abatement must be issued to an independent, licensed Class-B general contractor, and explicitly prohibits the use of the 'Owner-Builder' exemption for this property.".*

IV. CONCLUSION

Permit #25-1123 is jurisdictionally void ab initio and cannot be saved by post-dated, deceptive forms or administrative correction lists.

Respectfully submitted,

Shawn Sheridan
Appellant
Legal Agent for Tenant, Frances Dianne Sheridan
290 N Thor St, Apt 200
Turlock, CA 95380
sds1@tutamail.com

APRIL 10, 2026 APPEAL APPLICATION

APPEAL OF APRIL 2, 2026 PLANNING COMMISSION DECISION

290 N. THOR STREET BP#26-1123

APPLICATION FEE: $125.00

CITY OF TURLOCK
APPEAL APPLICATION

RECEIVED
APR 10 2026 INF.
Office of the City Clerk

☐ **ADMINISTRATIVE DECISION**
☒ **PLANNING COMMISSION DECISION**
☐ **OTHER** (Describe) _____

NAME OF APPLICANT: Shawn Sheridan (Legal Agent for Tenant, Frances Dianne Sheridan)

STREET ADDRESS: [redacted]

CITY: [redacted] **STATE:** [redacted] **ZIP:** [redacted]

DAY-TIME PHONE NUMBER: [redacted]

EMAIL: [redacted]

DATE OF DECISION: April 2, 2026 **(TMC 1-4-02 must be within 10 days of decision)**

Under the provisions of Turlock Municipal Code 1-4-02, I have enclosed the fee due in the amount of $ 125.00 **as a requirement of this request.**

(Paid UNDER PROTEST regarding indigency and prior fee waiver precedent.)

DESCRIBE THE NATURE OF THE APPEAL: Appeal of the Planning Commission's April 2, 2026, adoption of Resolution 2026-07. This resolution erroneously ratified the City Administration's structurally flawed Staff Report and upheld a jurisdictionally void building permit (#25-1123). This appeal challenges the foundational validity of the permit itself, asserting it is void *ab initio* due to fatal jurisdictional and procedural defects—including, but not limited to, fraudulent statutory declarations and bypassed safety protocols. Furthermore, this appeal contests the City's ongoing, active violations of due process—specifically, the unlawful lifting of the statutory Stop Work Order prior to the expiration of the active appellate window, which has facilitated unauthorized construction, imminent structural hazards, and the concealment of evidence.

EXPLAIN THE REASON(S) YOU BELIEVE THE DECISION OR ACTION WAS WRONG:
The Commission fatally erred in upholding a jurisdictionally void permit. Permit #25-1123 was unlawfully issued to an applicant actively impersonating the legal property owner. During the April 2 hearing, the Development Services Director openly stated that the Building Division does not recognize H&S Code § 19825 as governing law. This unlawful refusal to enforce mandatory state ownership verification is unequivocally proven by the City's own deficient forms and administrative procedures. Furthermore, the administration relied on deceptive, post-dated submissions to attempt to retroactively "cure" jurisdictional defects. Appellant expressly reserves the right to expand upon these and other fatal errors within 30 days.

WHAT ACTION ARE YOU ASKING THE CITY COUNCIL TO TAKE? **Primary Appellate Action:**

Sustain this appeal, reverse the Planning Commission's April 2 decision (Resolution 2026-07), and REVOKE Building Permit #25-1123 as void *ab initio* based upon the jurisdictional defects presented. **Consequent & Discretionary Relief:** Immediately correct the unlawful lifting of the Stop Work Order and reinstate the notices on both sets of stairs to enforce the mandatory statutory stay (TMC § 1-4-05). Reimburse the $125.00 appeal fee submitted today under formal protest. Grant any additional necessary administrative relief. Appellant invokes the 30-day period (TMC § 1-4-04) with intent to file additional supportive information and arguments.

☐ **I am submitting my appeal in completion**

☒ **I am requesting a thirty (30) day period to file ~~addition~~ information or arguments in support of the appeal TMC 1-4-04** additional

Shawn Sheridan

Signature of Applicant

April 10, 2026

Date

CITY OF TURLOCK
156 SOUTH BROADWAY #11
TURLOCK, CA 95380

04/10/2026 09:15:22

CREDIT CARD

DISCVR SALE

Card #	XXXXXXXXXXX7434
Chip Card:	Discover Credit
AID:	A0000001523010
ATC:	000E
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AMENDED ADDENDUM TO CHAPTER 1-4 NOTICE OF APPEAL FILED ON APRIL 10, 2026

APPELLANT: Shawn Sheridan, Legal Agent for Tenant, Frances Dianne Sheridan

DATE: May 11, 2026

NOTICE OF AMENDMENT AND WITHDRAWAL OF DECLARATION STATUS:

Take formal notice that the text of this Amended Addendum, submitted on May 11, 2026, within the active 30-day supplemental filing period under Turlock Municipal Code (TMC) § 1-4-04, completely supersedes and replaces the text of the previous Addendum filed on May 8, 2026.

The purposes of this amendment are to:

- **Clarify Administrative Filing Date & Timeliness:**
  - **Notice regarding the April 10, 2026, Filing Date:** The Appellant notes for the record that the Appeal Application form (original Chapter 1-4 Notice of Appeal) was physically filed on April 10, 2026.
  - **Clerical Error:** Due to a clerical oversight, City Clerk Nichole Fiez inadvertently applied a "Received" stamp dated April 9, 2026.
  - **Confirmation of Correction:** The City Clerk subsequently identified this error and confirmed via email correspondence that the official filing date is April 10, 2026.
  - **Timeliness of Supplemental Filing:** Pursuant to California Code of Civil Procedure (CCP) § 12a, CCP § 135, and California Government Code § 6700—which govern the computation of time for local ordinances and the designation of statutory holidays—the 30-day supplemental period ending on Sunday, May 10, 2026, is extended by operation of law to the next business day. Consequently, this Amended Addendum filed on Monday, May 11, 2026, is timely submitted.

- **Withdraw Declaration Status:** Formally withdraw the "formal declaration under penalty of perjury" status of the May 8 filing. The factual record and legal arguments herein are now presented strictly as supplemental information and arguments in support of the appeal, pursuant to TMC § 1-4-04.

- **Expand the Evidentiary Record:** Introduce and append Exhibits Y and Z to the evidentiary record, pursuant to the allowance for additional information under TMC § 1-4-04.

  - **Exhibit Y:** Letter allegedly from property management posted by Mr. Garcia Jr. without ringing the doorbell immediately preceding an inspection.

  - **Exhibit Z:** Photo documenting the persistent life-safety identification error (incorrect street address) and providing visual evidence of the un-engineered concrete foundations.

- **Correct the Administrative Record:** Incorporate the following material revisions to the text previously submitted on May 8 *(Note: The page numbers listed below reference the pagination of the original May 8, 2026, filing)*:

  - **Page 4:** (a) Removed the reference to the formal declaration status. (b) Revised the 'Property Purchase' section to remove references to Mr. Garcia Jr.'s siblings.

  - **Page 5:** Revised the "New Landlord" section to clarify the familial and professional dual-role of Ms. Castaneda as both Mr. Garcia Jr.'s sister and the property manager.

  - **Page 6:** Added the first names of the two police sergeants referenced in the text.

  - **Page 10:** (a) Restructured the "Corporate Complexity" section to better expound on the broader entity network. (b) Reframed the unredacted driver's license disclosure to explicitly highlight the City's failure to verify distinct legal identities.

  - **Page 11:** Clarified the description of "Amarak Investments" to accurately reflect that its single-member entity status is an evidence-based deduction derived from state filings.

- **Page 13:** Revised the analysis of the August 2025 construction to remove speculative language regarding the contractor's intent, focusing strictly on the objective life-safety hazards.

- **Page 14:** Added a clarifying note specifying that the '9-24-2025' date determination was 42 days in the future.

- **Pages 15 & 25:** Removed the sentence "Nothing more."

- **Page 16:** Corrected the phrase "identity fraud" to "unlawful identity substitution".

- **Page 17:** (a) Corrected the phrase "identity fraud" to "unlawful identity substitution", as well as revised a sentence with that phrase. (b) Corrected the phrase "unlawful impersonation" to "unlawful identity conflation".

- **Page 18:** Corrected the phrase "voiding the illegally obtained permit" to "treating the illegally obtained permit as void *ab initio*" to accurately reflect the strict legal classification established throughout the document.

- **Page 19:** (a) Removed the parenthetical reminder regarding the document's formal declaration status. (b) Corrected "February 13 internal emails" to "February 13 email sent by Ms. Hammack," as Appellant was a direct recipient of Ms. Andrino's separate February 13 email.

- **Page 20:** (a) Corrected the plural "February 13 emails" to the singular "email". (b) Corrected the phrase "impersonated him to secure the document" to "secured the document under his father's name".

- **Page 23:** Corrected the phrase "identity fraud" to "unlawful identity conflation".

- **Page 25:** Clarified the "Link of Application and Permit" analysis to establish that the City's 'anyone may apply' defense improperly conflates the administrative act of delivering a document with the statutorily restricted act of executing legal declarations under California Health and Safety Code (HSC) § 19825.

- **Page 26:** (a) Revised the sentence beginning with "But the City can not deny" to explicitly include the relevant Public Records Act request number (PRA #26-70) and specify "written communication." (b) Revised the sentence regarding Maria Garcia to clarify that the legal defect is the complete absence of her signature on any permitting document, rather than the absence of her name. (c) Removed inadvertent drafting note "Mention October 1 and 13…".

- **Page 27:** Corrected phrase "accused him of impersonating his father" to "challenged his legal standing and the validity of his signature".

- **Page 28: Regarding Mr. Garcia Jr.'s February 17 letter:**

  - (a) Revised analysis to remove speculative language regarding private Trust status and extraneous references to siblings, grounding the evidence of bad faith strictly in Mr. Garcia Jr.'s verifiable record as a sophisticated corporate officer.

  - (b) Reframed his self-described title of "acting representative" as a documented, bad-faith attempt to bypass the strict statutory mandates of California Health and Safety Code § 19825.

  - (c) Clarified that his use of the word "owners" is a calculated misclassification of Trust law, anchoring the foundational absence of Trust documentation to the time of permit issuance.

  - (d) Revised the analysis of Maria Garcia to clarify that a fatal legal defect is the complete absence of her signature on any permitting document—specifically the Owner-Builder Acknowledgment—rather than the mere absence of her typed name.

  - (e) Introduced a concluding analysis establishing a "fatal jurisdictional paradox," explicitly noting that his admission of being the sole signatory forces the City to concede either administrative negligence (allowing unlawful impersonation) or a direct violation of state law (accepting an illegal substitution of title).

- **Page 30:** Corrected the phrase "impersonate his father" to "assume his father's identity".

- **Page 31:** (a) Corrected the phrase "Active Impersonation" to "Active Identity Conflation". (b) Corrected the phrase "impersonate the property owner" to "assume the status of the property owner". (c) Corrected the phrase "unverified impersonator" to "unverified signatory". (d) Corrected the phrase "willful administrative fraud" to "a willful and documented circumvention of mandatory state law".

- **Page 32:** Corrected the phrase "elderly tenants" to "tenants".

- **Page 35:** Replaced incomplete drafting notes beginning with "However, if in fact City staff did not digitally insert the X's...".

- **Page 44:** Corrected the phrase "identity fraud" to "unlawful assumption of title".

- **Page 45:** Incorporated a reference to Exhibit Z within the "Altered Structural Dynamics" section to provide visual documentation of the unauthorized monolithic slab and cross-positioned connectors that deviate from the engineered design.

- **Page 51:** Added the first name of the responding police officer.

- **Page 52:** (a) Corrected the section title from "...Tenant Notice" to "...Resident Notice". (b) Incorporated a reference to Exhibit Y regarding the February 10 notice. (c) Added a factual note clarifying that the notice was placed explicitly for Apt 200.

- **Page 62:** (a) Corrected "NOT ROUTED TO ENG." to "...NOT ROUTED TO ENG. PER KH." (b) Expanded the analysis of the "Design Professional Determination" to expose it as a legal nullity and correct the City's mischaracterization of Nicholas Britt's February 17 correspondence.

- **Page 63:** (a) Expanded and renamed section "H. The April 6 Coordination and Physical Cover-Up" to "H. The April 6 Administrative Contradiction and Physical Record". This update utilizes time-stamped photographic evidence and the City's response to PRA #26-242 to highlight the irreconcilable conflict between the Director's mandate for plan compliance and the City's acceptance of an untraceable, un-timestamped structural waiver. (b) Removed the word "the" before "Mr. Garcia Jr.".

- **Page 64:** Added a new subsection, "Example of Mr. Garcia Jr.'s Bad Faith," providing a detailed timeline of the property identification failures, the strategic omission of the six-unit mailbox from the plans, and the resulting federal mail suspension; subsequent sections were re-lettered accordingly.

- **Page 66:** Clarified the "Statutory Bait-and-Switch" analysis of TMC § 1-4-01 to expose how the City strategically twisted the appeal into a review of isolated verbal "administrative determinations" rather than ongoing "actions."

- **Page 67:** Removed inadvertent drafting note "Section N" in its entirety. A review of the administrative record had already confirmed that the August 12, 2025, warning letter did explicitly cite the violation code (PMC 304.10); subsequent sections were re-lettered accordingly.

- **Page 75:** Refined the analysis of TMC § 1-4-05 to establish that the statutory stay governs the ongoing "action" of permit maintenance, exposing the City's strategic focus on "decisions" as an attempt to unlawfully lift the Stop Work Order.

- **Page 79:** Corrected the phrase "documented identity fraud" to "unlawful identity conflation, unauthorized substitution of title".

- **Page 81:** Corrected the phrase "identity fraud" to "fraudulent identity claims".

- **Retain Previously Submitted Exhibits:** Explicitly maintain Exhibits A through X, which were physically submitted in support of the appeal on May 8, 2026. Those exhibits are not withdrawn; they remain fully active and are incorporated by reference into this Amended Addendum.

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01 # I. INTRODUCTION

This appeal to the City Council is the result of a protracted, almost year-long effort to compel the enforcement of mandatory life-safety codes and assert the fundamental rights of my 81-year-old mother. While she has been the resident of Apartment 200 at 290 N. Thor Street for ten years, the current crisis began in February 2025 when the Newman-based Garcia family purchased the property and assumed the role of landlord. The central actor driving this situation is **Armando Garcia Jr**. His actions have resulted in the construction of structurally defective stairs that must now be replaced for a third time, as well as the repeated concealment of a compromised balcony frame.

The exterior stairs leading to Apartment 200 provide exclusive access, thereby constituting a legal appurtenance to the rental unit (Civil Code § 1941.1). As such, the tenant holds a vested property interest and a fundamental right to safe ingress and egress. She is directly and adversely aggrieved by the City's failures to enforce mandatory life-safety codes on the sole access point to her home (e.g., California Health and Safety Code §§ 17960, 17973, and 19825).

Furthermore, Mr. Garcia Jr.'s actions in twice replacing two sets of stairs for a six-unit apartment building have exposed key personnel within the Development Services Department, directed by Adrienne Werner. The administrative record demonstrates more than mere administrative bad faith; it exposes the City's active facilitation of a sophisticated commercial enterprise—one that admittedly manages a 100-property portfolio—unlawfully operating under the guise of a DIY 'Owner-Builder' to evade mandatory state licensing and life-safety codes.

This document provides a researched, undeniable factual record that compels the City Council to rectify the situation pertaining to the stairs. Pursuant to Turlock Municipal Code § 1-4-01(a), this *de novo* appeal encompasses "any action or decision" by the Planning… and Building and Safety Divisions of [Community] Development Services, as well as "any action or decision" by the Planning Commission, which improperly denied my initial appeal on April 2, 2026.

02 ## II. BACKGROUND

03 ### A. February through July 2025

04 #### 1. Tour of Apt 200 by Prospective Buyer(s)

On February 7, 2025, Apt 200, where I and my elderly mother reside, was toured by three men: Armando Garcia Sr., Armando Garcia Jr., and Hermay Castaneda. I am a non-tenant occupant and my elderly mother is the sole tenant. Mr. Castaneda handed me a Realtor business card, and I later learned his wife is Mr. Garcia Sr.'s daughter. The tour primarily consisted of Mr. Garcia Jr. asking me many questions, having been at the property for ten years, so I pointedly asked if he was the potential buyer, personally, and he replied, Yes.

05 #### 2. Property Purchase

On February 19, 2025, a Grant Deed was filed, granting the property at 290 N Thor St to:

> Armando P. Garcia, Sr. and Maria Guadalupe Garcia,
> Trustees of the Garcia 2017 Living Trust Dated September 27, 2017
> 27107 State Highway 33
> Newman, CA 95360

Armando E. Garcia Jr. is an adult son of the Trustees. The administrative record demonstrates a sustained narrative where Mr. Garcia Jr. presented himself as an 'owner' of the property. Given that the Grant Deed explicitly vests legal title in the Trustees, his persistent claims suggest he may have leveraged an equitable interest (as a Trust beneficiary) to justify his authority to City staff. Crucially, an equitable interest fundamentally fails to satisfy the strict legal title mandated by California Health and Safety Code § 19825 to legally execute an Owner-Builder permit.

06 #### 3. New Landlord

Effective immediately after the filing, the new landlord became:

Amarak Management, Inc.
549 Crow Hill Dr in Newman (state-filed home address of the Trustees)
Armando P. Garcia, Sr. ~ CEO
Armando E. Garcia, Jr. ~ Vice President, Director
Rolando Garcia ~ Vice President, Director
Karina (Garcia) Castaneda ~ Secretary, CFO, Director, Property Manager

For many months, my knowledge of the situation was limited to the company name and that Ms. Castaneda was both the property manager and Mr. Garcia Jr.'s sister. On May 28, 2025, I went to Modesto and obtained a copy of the Grant Deed, then researched the landlord company due to unresolved landlord-tenant issues. That's when I learned that Armando Garcia Jr. had a different connection to the property than as owner, rather as a Trust beneficiary—equitable versus legal ownership—and as a corporate officer.

At the April 2, 2026, Planning Commission meeting, Mr. Garcia Jr. confirmed at the podium, in the presence of his father: *"my father owns 100 properties and I handle them for him."*

07 **4. Documented Coercive and Retaliatory Rent Demand**

On February 27, 2025, Mr. Garcia Jr. came to the apartment door and demanded that my mother increase her rent from $994 (below-market rate) to a minimum of $1,350 (35.7% increase) or else face consequences. I recorded the 14-minute conversation, and later that day emailed a partial transcript to Ms. Castaneda, who had already acknowledged by email that she received a copy of the month-to-month rental agreement.

- **On forced vacancy:** *"We get a company, an eviction company. And then they do what they gotta do... We have to do it legally. But there's, there's ways. And, even if we lose, uh, I mean, if I have to have the apartment vacant for a year, I'll do it."*
- **On his own ruthlessness:** When I remarked that his approach sounded ruthless, he agreed, stating, *"It is."* I replied, *"Do you sleep at night?"* He replied, *"Hey, 1.2 million dollars we paid for this thing."*

- **On the Tenant Protection Act:** When I reminded him that state law protects tenants against these specific moves, he replied, *"Well, yeah, but, uh, it's not gonna work."*
- **On utilizing financial leverage:** *"if we need to lose a little bit of money at the beginning, we'll do it. We, we, we own a lot."*
- **On his ultimate intent:** *"I can do whatever. I, I mean, there's ways to do this. There's ways. There's ways to do it. I don't wanna do that. I don't wanna get too confrontational. I don't wanna do that. But I know I won't put up with this."*

It was this interaction that prompted my mother to obtain a General Durable Power of Attorney, making me her legal agent three days later. My entire interaction with the City of Turlock as a legal agent is based on that one conversation.

On July 19, 2025, this interaction was communicated to Turlock Police Department Officer Ward as an attempted extortion, potentially under California Penal Code 484(a), 519, 524, and/or 664. Officer Ward declined to create a report, stating that it would never be pursued criminally. On July 21, I emailed a summary to Professional Standards Sergeant Paul Inderbitzen after a second discussion with Sergeant Frank Neves, who also declined to create a report.

08 **5. Escalation to Verbal Assault and Physical Threats**

On January 26, 2026, Officer Derek Johnson (CallForService #260260045) responded to my call after a brief, recorded interaction onsite with Mr. Garcia Jr., after he and his crew arrived to begin work on the stairs without notice. I confronted him about the lack of any notice and the perjurious status of the permit. The video was emailed to both the officer and several city staff. He stated:

- *"Get out of my face. Because I am going to take care of you. And you're going to learn the hard way."*
- *"You're going to learn the hard way. You're going to learn the hard way. I'm telling you."*
- *"Three. Two. One. I'm going to beat the sh-t out of you. I could do it so easy."*

- *"I'm the contractor, dumbass."*
- *"It's my f--king property."*

Internal communications obtained via PRA request #26-208 demonstrate the City's continuing deference to the contractor, even after formal enforcement actions were initiated.

On March 11, 2026—the day after Development Services Director Adrienne Werner formally signed and posted the Stop Work Order notices at the property—Armando Garcia Jr. emailed Director Werner (copying Building Inspector Enrique Delgadillo, Staff Services Analyst Kimberly Hammack, and his sister). Complaining about the enforcement, he stated:

> *"Good afternoon, I can meet you Friday at 11 o'clock in the morning if that works. I do have to mention that I feel harassed during this process. I have encountered much unexpected cost, and it has taken an excessive amount of my limited time.* ***All this, because we allow one person who has no authority dictate how we should proceed.*** *It makes me think twice before making any future improvements to our properties. In this case, an improvement that I did not have to make and yet has caused me over $20,000. I hope you guys take this into consideration."*

This correspondence functions as a documented confession of ongoing misrepresentation, which the City chose to ignore:

- **Admission of Financial Discrepancy:** Mr. Garcia Jr. explicitly claims the project "has caused me over $20,000." This directly contradicts Permit Application #25-1123, signed under penalty of perjury, which lists the project valuation at exactly $10,000. This stark admission indicates he is either actively falsifying project valuations to the City to minimize permit fees, or inadvertently confessing to the combined costs of his initial unpermitted build in August 2025 alongside the current non-compliant attempt.
- **Continuation of Ownership Fraud:** By stating the costs "caused *me*" financial harm and referencing "our properties," Mr. Garcia Jr. continues to portray himself as the legal owner.

The true property owners (the Trustees) would bear the capital expenditure. His statements expose the ongoing legal fiction the City is entertaining to allow a commercial contractor to operate under an Owner-Builder exemption.

- **The Director's Deferential Complicity:** Mr. Garcia Jr. explicitly demanded that the City "take into consideration" his financial grievances over being forced to adhere to state building standards. Despite this occurring just two days after the filing of an appeal to the Planning Commission, Director Werner simply replied: "*Good afternoon, 11:00 a.m. will work. Thank you for your patience.*"

Director Werner's response treats a formal, legally grounded enforcement action as a mere inconvenience to the violator. Thanking a contractor for his "patience"—while he actively maintains an un-engineered hazard and admits to financial discrepancies—treats the administrative appeal process as a mere formality rather than a mandate for life-safety oversight.

09 **6. Grounds Maintenance and Resulting Rent Increase**

At the end of March **2025**, the property was transformed from having established green grass, trees, and bushes, to bare dirt. That has remained the condition of the property through May 2026. I witnessed this being performed by the following companies, which notably share the same Newman address as the Trust:

- **Westside Landscape and Concrete, Inc.** (Armando Garcia, Jr. – CEO, Director; Rolando Garcia – CFO, Director; Karina Castaneda – Secretary)
- **Westside Landscape Services, Inc.** (Rolando Garcia – CEO, CFO, Director; Karina Castaneda – Secretary)

Four months after purchasing the property, on June 24, 2025, Ms. Castaneda emailed me stating: "*we have added the apartments to a routine maintenance program*". This 'program' has consistently consisted of two Westside employees (employed by Mr. Garcia Jr.) arriving bi-

monthly merely to blow the walkways and parking lot and spray for weeds to keep the ground as solid dirt.

I spoke with Assistant Planner Kate Bailey about this issue last summer at City Hall, who advised that the new property owner should be given a few more months to install new landscaping. Following up, she replied on December 9, 2025:

> *"Thank you for your email and for bringing this matter to our attention. We have received your complaint regarding the condition of the landscaping at the property... Once we have a response or next steps identified, we will contact you promptly."*

On December 22, 2025, I emailed both Ms. Bailey and Director Werner a formal complaint, which also addressed concerns about whether the property was subject to current municipal codes due to its age. Staff Services Analyst Kimberly Hammack replied that the matter was transferred to the City Attorney's Office and "*...we will follow up with you once a determination has been made.*"

While the City's enforcement stalled, the property owners leveraged the uncorrected blight as justification for a rent increase. On March 18, 2026, my mother received a rent increase notice for the first time under the current ownership. The language of which was immediately disputed, including this sentence: "*The rent increase includes additional fees, such as landscaping and other related charges.*"

At the April 2, 2026, Planning Commission meeting, I saw Ms. Bailey in the sound booth and asked if I was ever going to receive a status update; she replied that I must directly ask Director Werner. On April 26, 2026, I followed up by email: "Ms. Bailey, it has now been almost FIVE MONTHS..." She forwarded that to Director Werner, who replied at 8:09 p.m. on April 28:

> *"Mr. Sheridan, I spoke with Armando Garcia today regarding the landscaping at 290 N. Thor Street. He indicated they intend to replace the landscaping. Thank you for your inquiry."*

10 **7. Corporate Complexity and Entity Shielding**

On June 27, 2025, Stanislaus County records indicate a second corporate yard for Westside Landscape and Concrete, Inc., was purchased at 887 N St in Newman. This property is held by the same Trust as the apartments at 290 N Thor St in Turlock. Notably, Rolando Garcia's Westside Landscape Services, Inc. (CSLB License #1107547) initiated an exempt status for Workers' Compensation Insurance on the CSLB website effective the preceding day, June 26.

State corporate filings from 2025 reveal a high degree of corporate sophistication surrounding the property's ownership. The Trustees have four adult children—Armando E. Garcia Jr., Karina (Garcia) Castaneda, Rolando Garcia, and Jose Garcia—who maintain their own individual entities for real estate investments (A. Garcia Properties, LLC; K. Castaneda Properties, LLC; R. Garcia Properties, LLC; and J. A. Garcia Properties, LLC). While the Appellant does not allege that all siblings are active participants in the specific violations at 290 N Thor St, this familial structure provides essential context regarding the experience level of the primary actors.

Beyond the children's individual entities, the broader record demonstrates Armando P. Garcia Sr. maintains his own complex network of single-member real estate investment LLCs. While only one specific entity (Amarak Investments) was explicitly utilized for Permit #25-1123, his broader network utilizes a deliberate naming convention incorporating the initials of his family members. This network includes:

- Amarak Farms, LLC
- **Amarak Investments, LLC** (the entity utilized for the application and plans for Permit #25-1123)
- AMA Amarak Properties, LLC (acronym for Armando Sr., Maria, Armando Jr.)
- AMK Amarak Properties, LLC (acronym incorporating Karina)
- AMR Amarak Properties, LLC (acronym incorporating Rolando)
- AMJ Amarak Properties, LLC (acronym incorporating Jose)

State filings for all six entities list his home address as 549 Crow Hill Dr in Newman. However, the Trust conspicuously shares the same address as the Westside Landscape companies.

The City's Failure to Verify Identity: The City Council should be formally aware that the initial, unredacted Planning Commission Agenda Packet publicly displayed the driver's licenses of both Mr. Garcia Sr. and Mr. Garcia Jr. On March 29, 2026, the Appellant notified the City of these privacy violations, resulting in the redaction of the images the following business day.

Beyond the privacy violation, this disclosure possesses critical evidentiary value. Mr. Garcia Jr.'s driver's license shows the address of both his company and the Trust, not his home. More importantly, it demonstrates that City staff had direct access to official identification showing the exact, distinct legal names—Armando Estrada Garcia Jr. versus Armando Plasencia Garcia (Sr.) —yet the Building and Safety Division still facilitated the issuance of Permit #25-1123 despite the obvious conflation of identities.

As further detailed in Part III, Mr. Garcia Jr.'s direct contact information is explicitly listed on both the permit application for #25-1123 and the approved plans next to 'Amarak Investments'— an LLC belonging strictly to his father, which state filings confirm is a single-member entity.

11 **8. June and July 2025 Complaints to the Building and Safety Division**

Shortly after the property was purchased in February 2025, the exterior building light sensor was turned off, so that no lights came on at night for any apartment door, stairs, or parking lot. On June 4, 2025, I went to City Hall and began the process of resolving the issue about the lights, subsequently emailing Building Inspector Enrique Delgadillo, who replied the same day without any assumption of City responsibility.

On June 9, Mr. Delgadillo replied that I should contact the Fire Department. In a further response, he then suggested I contact Staff Services Technician Kelly Blancarte to make a formal complaint. He explicitly stated that once the complaint was received, "*I will reach out in letter form letting the owners know of the violation,* ***they will have to reach out*** *and I'll go over what needs to be done".* The first letter was mailed on July 28—**49 days later**. It was addressed simply to "Armando & Maria Garcia" at 27107 State Highway 33. That was a critical failure, and the beginning of a coordinated effort to conceal the true property ownership structure.

On June 13, 2025, I emailed "Kelley" via building@turlock.ca.us, which Ms. Blancarte did not confirm as received until June 25, where I provided the full Grant Deed grantee information and the contact information—company name, manager name, mailing address, email address, and phone number—of the landlord, describing that one of the Trustees is also CEO of the family-run landlord company, more than a month prior to the first letter being mailed by Mr. Delgadillo. (See Exhibit I).

The landlord left the residents, including my elderly mother, at Apt 200, without exterior lighting for many months, then under Mr. Delgadillo's watch, it continued many more months, when all that had to occur was for one sensor switch to be turned back on and the independent-sensor-controlled light fixture between the two sets of stairs be replaced with a solid light. The light fixture was replaced on September 10, 2025—**93 days after the Inspector's June 9 reply**.

On July 9, 2025, I had emailed the landlord a formal habitability notice about the severe condition of the stairs leading to Apt 200, likely built with the building in the 1980s.

Days later, on **July 11**—which became a focal-point date—I formally complained to the Building and Safety Division about the stairs for Apt 200, providing alarming photos of the dilapidated condition. (See Exhibit J) When the July 28 letter was sent out by Inspector Delgadillo, naming the exterior lights and stairs, it was poorly written, suggesting the issues be handled prior to an inspection. It stated:

> *"...please contact the Building and Safety Division no later than August 11, 2025. A building inspector will need to go out and verify all items listed above* ***have been corrected.****"*

So, "no later than August 11" on August 5-6, employees of Westside Landscape and Concrete, Inc., replaced both sets of stairs without a permit, not to code, immediately creating life-safety hazards, by neither including handrails nor graspable guardrails. The guardrail leading to Apt 200 was built at a height of four feet six inches, level with my mother's shoulder, and left that way for six months.

Under the City's watch, this hazardous condition persisted for three upstairs units (both sets of stairs) for **six months, then another month** without handrails after the second replacements in February 2026. No handrail from August 5, 2025 to March 5, 2026. (See Exhibit B) Such was Mr. Garcia Jr.'s standards and competence as a licensed general contractor and the City's oversight.

12 **9. Subsequent Complaint to the Building and Safety Division**

On August 6, 2025, I emailed photos to the Building and Safety Division, showing the specific, severe incompetence in the unpermitted construction of the stairs leading to Apt 200, built earlier that day. Underneath the landing platform, the wood was resting on the four support posts by exactly 50%. Each post had a 90-degree angle cut resting on it rather than full coverage, and the wood on the mailbox side was left untouched, exceedingly rotted, in which none of that side rested on the posts. (See Exhibit A) It was considered by the elderly tenant and myself that those stairs seemed built as intentionally dangerous.

On the first day of the new construction, my mother fell backwards with nothing to hold on to, except that I caught her. She could have died that day. So, for the next seven months, practically every single day I had to escort her from and to her apartment.

On August 12, I emailed both building@turlock.ca.us and Ms. Blancarte: *"The new railing is level with her shoulder. These stairs, that are barely resting on the structural posts, must be partially or completely rebuilt. Notably, the stairs for the other apartments have lower railings and was built structurally sound with all new wood."*

Via PRA request #26-22, I learned that after Ms. Blancarte forwarded that email, an internal exchange between Staff Services Analyst Hammack and Inspector Delgadillo explicitly prioritized municipal liability over tenant safety (August 12): (See Exhibit M)

- **Delgadillo to Hammack:** *"First letter was sent out on 7/28/2025 giving property owner until 8/11/2025 to make contact, no contact was made. Second warning letter has been*

mailed out today 8-12-2025 giving them until 8-26-2025 to make contact. Phone number that was provided by finance was no good."

- **Hammack to Delgadillo:** *"Are the stairs a big enough concern that we should tag them? I just want to be sure we are protecting ourselves. Thanks for staying so on top [of] this one!"*

The Building and Safety Division never exhibited any urgency whatsoever for proven hazards that could have resulted in death.

That late afternoon email thread demonstrates a conscious decision to delay enforcement. The Inspector mentioned contacting the Finance Department for a Newman-based property owner, knowing I had long-since provided the phone number of the property manager, identifying her as the daughter of the Trustees, even mentioning it in person at the counter at City Hall.

The very next morning, Inspector Delgadillo met Armando Garcia Jr. at the sidewalk in front of the apartment building. For fifteen minutes, they stood talking on the sidewalk, never once setting foot on the property, then left.

Later that day, Mr. Delgadillo gave an update to Ms. Hammack:

> *"Met with property owner today 8/13/2025 onsite went over what needs to be done. Permit and plans will be required for the repair/meeting min code compliance of the stairs, 30 days was given to submit permit application and plans. 9-24-2025 is the new deadline for submittal."*

Indeed, '9-24-2025' became the exact date of the permit application (#25-1123)—**42 days in the future**—handwritten at the top of the form by Staff Services Technician Kayla Scully, though it was signed on '9/3/25'.

13 **B. Buffer Property Management**

14 **1. New Bridge Management**

On July 28, 2025, the same day that Inspector Delgadillo mailed the first letter, a company in downtown Turlock was contacted to begin managing the property (290 N Thor), effective August 1. The CEO of New Bridge Management (NBM), Adrian Harrell, came to the apartment door on July 30 and delivered an introduction letter as the new management company.

15 **2. Response to Stairs Issue**

On July 30, 2025, I emailed a seven-page letter to the NBM representative shown on the introduction letter. The next day, when the new management was not yet effective, I received a lengthy reply. I had stated: *"When I emailed a habitability issue on July 9, about the dangerous condition of the stairs, [Ms. Castaneda] completely ignored it."* To that, the representative replied:

> *"New Bridge Management will request estimates from vendors for repair of the stairs. Once the ownership approves an estimate, the vendors will address the stairs. Given that New Bridge Management only took over the management of the property less than 48 hours, this task will take some time to address. Reasonable amount of time has to be given to address concerns at the property."*

On September 15, I emailed a formal letter to NBM, stating about the stairs: *"This is a daily safety concern for my mother."* To that, the same representative replied with one sentence:

> *"Hello, if you have any work orders that need to be addressed, please make sure to open the work order through your portal." (Signed: Maria Anaya, Realtor/Property Manager)*

That is the known extent of NBM's direct involvement regarding the stairs.

16 **3. Verbal Admission of Landlord Status**

On February 26, 2026, in a recorded conversation at the apartment door, Mr. Garcia Jr. stated: *"We are the landlord."* At the time, I thought he was lying, just manipulating our conversation. But on April 22, 2026, I formally contacted NBM with a demand pursuant to California law that the true landlord identity be revealed, having previously believed that "manager" and "landlord" were one and the same. I demanded to know:

> *"Is NBM's contract to act as the Landlord's agent held directly with the Trustees of the Garcia 2017 Living Trust, or is it a subcontract with Amarak Management, Inc.?"*

On April 25, 2026, I received an undated letter via First Class Mail from the CEO of NBM, copied to an attorney, stating the following, verbatim:

> *"To Mr. Sheridan: This is in response to your email dated April 10, 2026. The title for the property located at 290 N Thor Street in Turlock CA 95380 is held by Garcia 2017 Living Trust. New Bridge Management is the agent in charge of property management and enforcing lease terms. Adrian S. Harrell / CC Paul Echols"*

Ms. Harrell defectively chose not to identify the landlord. I mention this exchange to highlight that, as I will detail further, Mr. Garcia Jr. has been a sophisticated actor—who even emailed Ms. Hammack on March 3, 2026, with "estimator" next to his name—not the harmless, "good faith" individual he was presented to be by Director Werner to the Planning Commission on April 2.

Whether Amarak Management, Inc., is the actual landlord, with NBM subcontracted, what is known is that Staff Services Technician Kayla Scully emailed the approved plans for Owner-Builder Permit #25-1123 directly to kcastaneda@westsidelandscape.net on December 9, 2025, and again on February 9, 2026.

17 **III. PERMIT #25-1123—VOID AB INITIO**

The crux of my appeal is that Permit #25-1123 is fundamentally incurable. It is not merely voidable; it is void *ab initio*—void from its inception.

If the permit were merely voidable, the City might attempt an administrative remedy. However, as void *ab initio*, it is a legal nullity. **(Note: For the purposes of readability, all subsequent references to "the permit" within this document refer strictly to the physical document of Building Permit #25-1123, without conceding any legal validity or lawful authorization).** The City's attempts to "administratively cure" the stairs at 290 N Thor St are legally moot because the authorizing instrument never legally existed. The foundation of the permit was built upon statutory defects, unlawful identity substitution, deceptive filings, and documented perjury —specifically, an application where the Workers' Compensation declaration was willfully and fraudulently initialed to bypass state labor laws.

The City cannot separate the physical structure from the fraud used to authorize it. During an in-person meeting on February 9, 2026, Development Services Director Adrienne Werner explicitly asked me: ***"What does it matter if the permit is invalid if the end result is stairs built to code?"***

This shocking admission perfectly encapsulates the City's systemic abandonment of its regulatory duty. Whether the stairs currently meet municipal building codes is an entirely irrelevant question. To argue that after-the-fact physical compliance excuses unlawful identity substitution and perjury is to argue that the end justifies illegal means. A structure born of a *void ab initio* permit is an unauthorized, illegal structure by definition.

Rather than acknowledge this fatal jurisdictional failure, the City has spent months treating Armando Garcia Jr.'s unlawful identity conflation with his father, and his overarching assumption of property owner status, as a routine oversight. However, this administrative complicity went far beyond mere negligence; it escalated into a coordinated effort by City staff to actively manufacture a retroactive legal defense.

18 **A. The City's Manufactured "Cure" and Active Complicity in Permit Fraud**

The City's reliance on Mr. Garcia Jr.'s February 17 letter as proof of his "good faith" is not merely an administrative error; it is the result of a coordinated effort by City staff, including the prior contracted City Attorney, to manufacture a retroactive defense for an illegal permit.

A review of Public Records Act disclosures and internal communications reveals a documented, chronological timeline of concealment and administrative complicity:

19 **1. The Two-Hour Coordination of Deception (February 13, 2026)**

On February 13—one day before construction was scheduled to begin on the stairs leading to Apt 200—the City was fully aware of the fatal jurisdictional defects of Permit #25-1123 since my meeting at City Hall on February 9. Rather than treating the illegally obtained permit as void *ab initio*—an absolute legal nullity—City departments actively coordinated a cover story:

- At **9:00 AM**, Ms. Hammack—explicitly acting *"with direction from our legal team"*—emailed Mr. Garcia Jr. prompting him to submit: *"A quick letter stating that you filled out the original owner builder form in good faith as acting representative for your parents trust."* (See Exhibit R)

- Barely two hours later, at approximately **11:00 AM**, Paralegal Donna Andrino emailed me to formally declare: *"The City Attorney has reviewed the files provided to him and has made the determination there is nothing to warrant stopping work..."* (See Exhibit S)

The City Attorney's office officially declared the permit valid during the exact same morning window that the Building and Safety Division was actively instructing the contractor to manufacture the paperwork needed to defend it.

Furthermore, Ms. Hammack's email reference to Armando and Maria Garcia as Trustees is the first known instance of this legal entity being introduced into the record. Up until this exact moment, all known communications and City documentation classified them simply as individuals. By introducing the "Trust" entity into the record, the Building and Safety Division ceased acting as an impartial regulatory agency and effectively became the contractor's defense counsel—actively inventing the legal fiction required to excuse his fraud.

20 **2. The Contractor Complies (February 17, 2026)**

Mr. Garcia Jr. submitted the requested letter, mirroring the exact legal defense the City fed to him. He explicitly admitted to filling out the form as a non-owner, which under California Owner-Builder law, constitutes an illegal filing. The City subsequently accepted this solicited letter to "authorize" the jurisdictionally void permit. (See Exhibit T)

21 **3. The Active Concealment and CPRA Violations (February 18 – April 2, 2026)**

The City concealed this manufactured letter and the internal communications coordinating it for over a month, actively violating the California Public Records Act (CPRA) to protect their cover story.

- **The Suppression of the Confession (PRA #26-158):** On March 15, 2026—six days after Appellant's initial filing—I opened PRA #26-158, explicitly requesting all documents signed by Armando Garcia Jr. between February 9 and March 13. On March 18, the City uploaded the updated permit forms. In the NextRequest portal, anonymous "Staff" entries falsely declared: *"All responsive documents have been released"* and *"All records have been released and this concludes your PRA request."* Crucially, the assigned point of contact overseeing this specific request was Development Services Director Adrienne Werner. Under her oversight, the City unlawfully withheld the responsive "good faith" February 17 letter without citing any statutory exemption, deliberately withholding responsive documents from the public record just days prior to my 'Addendum II' filing.

- **The Suppression of the Orchestration (PRA #26-165 & #26-201):** Subsequently, via PRA #26-165, I requested all correspondence generated during this period not bearing his signature. The City produced only a PDF with Stop Work Order notices allegedly posted to both sets of stairs at 290 N Thor St, unlawfully withholding the highly material February 13 email sent by Ms. Hammack that orchestrated the defense.

- **Fake Stop Work Order Notices:** The sole PDF provided for PRA #26-165 was of two notices allegedly posted at the property. Shortly after Inspector Delgadillo posted the actual

notices onsite, I photographed them. They each had a unique signature by Adrienne Werner. The PDF uploaded on March 20 as an official record contains a single signature by her as two separate notices, and the signature does not match either of the notices actually posted onsite. The deception was so deliberate that the same image was tilted for the second notice, scanned as additional and unique, though the staple at the top is the same.

The willful nature of this suppression was inadvertently exposed by the City's own Information Technology Department. On April 3—the day after Director Werner defended the permit at the Planning Commission—I opened PRA #26-201. That request was assigned to IT, with Nick Showalter as the point of contact. Mr. Showalter located and produced the February 13 'prompting good faith' email on April 3—the exact same day the request was made.

The IT Department's ability to instantly provide the record proves the Development Services Department did not experience a technical limitation or administrative oversight in March. Director Werner's department executed a targeted, deliberate suppression of the February 13 email to ensure the City's coordination of the "good faith" defense remained entirely hidden from the public and the Planning Commission.

22 **4. The Deception at the Podium (Planning Commission Hearing)**

The culmination of this bad faith occurred in front of the Planning Commission. At the podium, Director Werner explicitly cited Mr. Garcia Jr.'s February 17 letter as independent, documentary evidence that he acted "in good faith." She deliberately omitted the fatal fact that the City's own Building and Safety Division—acting on instructions from the City's legal team—had literally dictated that defense.

23 **B. The Staff Report's Written Admission of Jurisdictional Failure**

The City initially maintained the pretense that the permit was lawfully obtained by the property owner of record, Armando Garcia Sr. Even after I exposed that his son, Armando Garcia Jr., had unlawfully secured the document under his father's name, Building and Safety Division staff spent months treating this as a minor workmanship and routine administrative issue. They

completely ignored that the person building the stairs had no legal right to hold the permit in the first place.

In a revealing admission of this administrative bad faith, the Staff Report for the Planning Commission openly acknowledges this fatal defect:

"Additionally, Armando Garcia Jr. is a State of California licensed contractor and as such could have obtained the building permit in that capacity as well." In attempting to minimize the deception, the author inadvertently confirmed the jurisdictional failure. The City conceded that a commercial contractor was performing the work, yet actively chose not to obtain the permit in a lawful capacity. Stating that he 'could have' obtained it legally is a stark admission that he *did not*—meaning no legally recognized project ever existed for the City to inspect or 'cure.'

24 **C. Foundational Problem in the Permitting Process**

On April 2, 2026, Director Werner testified to the Planning Commission regarding the City's permitting framework. Her testimony, mirrored by the official Staff Report, revealed that the City willfully bypasses the specific mandates of California Health and Safety Code (HSC) § 19825 regarding the creation and execution of permit forms.

25 **1. Sole Reliance on Building Code for Forms**

According to the Staff Report, the City relies almost exclusively on the California Building Code (CBC) to justify its administrative authority. The report cites CBC § 105.3, stating it *"Requires that applications for permits be submitted to the Building Official in the form prescribed by the jurisdiction"*.

The City has interpreted this administrative latitude to create in-house forms that rely solely on the Building Code as their operational manual. However, the Staff Report explicitly admits that the City is aware this code is insufficient for establishing legal authority:

> *"Questions related to contractor licensing, owner-builder declarations, and contractor eligibility are generally administered through the California Contractors State License Board (CSLB) and the California Business and Professions Code, rather than the California Building Code itself."*

Despite acknowledging that State Statute dictates who can legally claim "Owner-Builder" status, the City's "prescribed forms" strip away these exact statutory requirements.

26 **2. Substantial Deviation from Statutory Mandates (HSC § 19825)**

By substituting state law with municipal preference, the City created procedural gaps that were directly exploited to secure Permit #25-1123. Director Werner has dismissed HSC § 19825 as discretionary, or even unnecessary, but it plainly states:

> *"19825. (a)* ***Every city****, county, or city and county, whether general law or chartered, that requires the issuance of a permit as a condition precedent to the construction, alteration, improvement, demolition, or repair of any building or structure,* ***shall require*** *the execution of a permit application, in substantially the same form set forth under this subdivision..."*

The City's "prescribed forms" deviate significantly from the strict requirements of this law in critical ways:

- **Severing the Declarations:** HSC § 19825(a) mandates that the required statutory declarations—including the Owner-Builder exemption and Workers' Compensation declarations—must be executed on the permit *application*. The City's in-house process unlawfully severs this requirement. It allows an application to be submitted and processed for months without any sworn declarations, pushing the mandatory signatures to a separate form executed on the day the permit is issued.

- **Delayed Agent Authorization:** HSC § 19825(b) mandates an independent form titled, "Authorization of Agent to Act on Property Owner's Behalf."

- **The Obfuscation:** Instead, the City obscured this requirement by appending it to the end of a multi-page "Owner-Builder Acknowledgement" form, which was not required by the City until the actual date of permit issuance.

- **The Loophole:** Because this bifurcated process failed to require this standalone authorization at the application stage, the person applying for the permit was not required to legally prove they had the authority to initiate the process or encumber the property. The City only requested an authorization form for the final "permit holder" at the very end of the transaction. For example, the City's permit application utilized an unregulated "Agent" checkbox that any individual could mark without providing proof of agency. Conversely, the final declaration form—presented months later on the day of issuance—utilized a distinct "Authorized Agent" classification that finally required the property owner's signature. This disjointed terminology allowed unauthorized third parties to infiltrate the permitting process unchallenged.

- **Confirmation of Willful Intent:** The administrative timeline proves this structural loophole is a conscious municipal policy rather than a clerical oversight. On January 9, 2026, I emailed the Interim City Manager and the Development Services Director an "Evidentiary Supplement" explicitly exposing that the individual executing the documents bypassed statutory requirements because he "did not identify as an 'Authorized Agent'". One week later, on January 16, the City reacted by officially revising the Owner-Builder form. While they added a new introductory paragraph explicitly citing Health and Safety Code § 19825, they consciously chose to leave the unlawful, appended format completely unchanged.

- **Dilution of Statutory Signatories:** State law requires specific, distinct declarations to be executed under penalty of perjury by a Licensed Contractor, the Owner of Record, or a formally Authorized Agent. The City's forms unlawfully homogenize these distinct legal identities by funneling them into a single, generic signature line for a "Permit Holder." This administrative invention dilutes statutory accountability, allowing an

individual to check an "Owner" exemption box while signing as a generic entity, thereby bypassing the strict perjury traps established by the state. By maintaining a system that finalizes permits for a generic "permit holder" rather than a statutorily verified Owner, Contractor, or Agent, the City actively preserves the exact loophole used to facilitate this unlawful identity conflation.

27 **D. The Application/Permit Mismatch: Violations of HSC § 19825**

28 **1. The Statutory Mandate for Agent Authorization**

California Health and Safety Code (HSC) § 19825(b) establishes a strict prerequisite for permits executed by third-party agents. The law mandates: *"When the Permit Application and the Owner-Builder Declaration have been executed by a person other than the property owner, prior to issuing the permit, the following shall be completed by the property owner and returned to the agency responsible for issuing the permit..."*. This must include the *"AUTHORIZATION OF AGENT TO ACT ON PROPERTY OWNER'S BEHALF"*.

29 **2. Failure to Obtain Pre-Permit Authorization**

For Permit #25-1123, the Building and Safety Division violated this mandate. The Permit Application was signed by an agent, Osvaldo Reyes, but the required "Authorization of Agent" was never completed by the property owner prior to issuance. By allowing an agent to act without the legally mandated, perjury-declared authorization from the property owner, the permit was issued unlawfully.

30 **3. Incomplete and Severed Execution**

Furthermore, the application process for Permit #25-1123 was improperly fractured. The law treats the Permit Application and the Owner-Builder Declaration as integral components that must be executed together by the designated individual.

- **Missing Declaration:** The unauthorized agent executed the Permit Application but failed to execute the accompanying Owner-Builder Declaration.

- **Statutory Integration:** HSC § 19825(a) explicitly binds the language of both the application and the declaration. The Owner-Builder Declaration itself acknowledges this integration, stating: *"I understand that a copy of the applicable law... is available upon request **when this application is submitted**..."*. Allowing "a person" to execute one half of the application while omitting the other violates the structural intent of the statute.

31 **4. Unlawful Retroactive Cure**

HSC § 19825(b) explicitly requires that the property owner complete the necessary authorizations *"prior to issuing the permit"*. Recognizing their error, the Building and Safety Division—under the direction of the City Attorney's Office—attempted to circumvent this legal mandate by accepting an "updated" Owner-Builder Acknowledgement form more than two months *after* the permit was already issued. The statute provides no allowance for retroactive compliance; the initial issuance was therefore invalid.

32 **5. Link of Application and Permit: agarcia@westsidelandscape.net**

The April 2 Staff Report states: *"Anyone may apply for a building permit; however, permits must be issued to the property owner of record, a licensed contractor, or an authorized agent of either with a completed owner-builder form"*. Not only was that a material misstatement of the law, conveyed specifically for Permit #25-1123, but it also employs a strategic bureaucratic sleight of hand to bypass the mandatory requirements of HSC § 19825.

The City's "Anyone May Apply" defense improperly conflates the administrative act of delivery with the statutorily restricted act of legal execution. While a person may act as a courier for an application, HSC § 19825 strictly dictates that only the property owner, a licensed contractor, or a formally authorized agent may execute the legal declarations—specifically the Owner-Builder and Workers' Compensation exemptions—that form the jurisdictional basis of the permit. By using this "anyone may apply" narrative, the City attempted to justify why they allowed an unverified individual to not only deliver the paper but also to unlawfully assume the legal identity of the Trustee or a verified agent.

The Application shows the owner of 290 N Thor St as Amarak Investments. The phone number and email address belong to Armando Garcia Jr. The city-approved plans also show the owner as Amarak Investments, with Mr. Garcia Jr.'s phone number.

Director Werner and Building and Safety Division staff used that number to reach Mr. Garcia Jr. And, his signed February 17, 2026, "good faith" letter to the Division confirmed that the number belongs to him. Yet, the number is omitted on the permit, with the owners shown as "Armando & Maria Garcia". Permit #25-1123 is linked to the Permit Application by an email address.

33 **6. Undeniability of Actual Notice of Property Ownership**

Inspector Delgadillo's first and second letter to the alleged property owners, dated July 28 and August 12, were addressed to 'Armando & Maria Garcia'. Alleged, since Armando and Maria Garcia are not the property owners as individuals, only as Trustees. But the City can not deny that per PRA #26-70, at no time was a written communication sent to 'Amarak Investments'.

It was legally baseless to include Maria Garcia's name on the permit, as her signature appears nowhere on any document throughout the entire permit process, not even on the so-called 'updated' documentation in February 2026.

34 **7. TBD vs OWNER/BUILDER**

The Application has as the Contractor name: "TBD" (To Be Determined). But the Permit has for the Contractor name: "OWNER/BUILDER".

City staff completely failed to recognize that the 'E-Mail Address' on the Building Permit is not randomly placed; it has nothing to do with the owner. It is specifically located under "Contractor Information". So, the Application shows agarcia@westsidelandscape.net as linked to the *Owner*, and the permit shows the email address as linked to the *Contractor*.

35 **8. Undeniability of the "Construction Waste Management Plan" Form**

The City's "Construction Waste Management Plan" form was completed and signed by Armando Garcia Jr. He signed on the "Contractor's Signature" line the day the permit was issued.

At the top of the form, it shows the following:

- **Contractor's Name:** Armando Garcia / **Telephone:** 209.765.3112
- **Owner's Name:** Armando Garcia / **Telephone:** 209.862.3908

Mr. Garcia Jr. used his mobile number as the Contractor and his company's main office number for the Owner.

The City possessed multiple contemporaneous documents—from the application to the waste plan—proving Mr. Garcia Jr. was operating as an unverified contractor, yet they willfully ignored these documented contradictions to issue the permit under the improper classification of an Owner-Builder.

36 **9. Undeniability of Armando Garcia Jr.'s Bad Faith**

The February 17, 2026, letter from Mr. Garcia Jr. provides clear evidence of material misrepresentation. While presented in the Planning Commission Agenda Packet as a justification for the City's position, the letter instead solidifies several critical discrepancies in the record:

- He stated, *"please call my cell at 209.765.3112."* This confirmed that the Application and City-approved Plans contained his personal mobile number.
- He personally signed the letter, confirming that the signatures found on documents up to the issuing of the permit are his. His conspicuously signed 'A' for Armando is vastly different from his father's signed 'A'—a discrepancy evident on their driver's licenses and conclusively demonstrated through the handwriting analysis provided in Exhibit U.

- He explicitly admitted: *"I, Armando Garcia Jr. filled out the original owner builder format [form]..."* Rather than flagging this admission as a material misrepresentation on an official city document, the City presented it to the Planning Commission as an acceptable "update," undermining the integrity of the permitting process.

- His letter was not a legal update. The December 9, 2025, Owner-Builder Acknowledgment form states for Item 12: *"I agree to notify the City of Turlock Building & Safety Division immediately of any additions, deletions, or changes to any of the information I have provided on this form."* His subsequent letter, arriving months after the permit was issued and only after I had formally challenged his legal standing and the validity of his signature, demonstrates that the December 9 document was a legal nullity in its entirety, failing the City's basic requirements for accurate, timely disclosure.

- He engaged in calculated misdirection by framing himself to the City merely as *"the eldest son"*. This folksy framing deliberately obscures his documented status as a sophisticated commercial actor: state filings confirm he is a multi-entity corporate officer, including serving as a Vice President and Director of a property management company for which his father acts as CEO.

- He described himself as an *"acting representative for Garcia 2017 Living Trust."* He is not a Trustee, and California Health and Safety Code § 19825 recognizes no such informal, unverified title without a statutorily mandated, perjury-declared Authorization of Agent form explicitly executed by the actual legal titleholder.

- He stated: *"Armando and Maria Garcia owners of the Garcia 2017 Living Trust."* He knew he was not the legal owner, and his calculated use of the imprecise term "owners" rather than the strict legal designation of "Trustees" was deliberate. This intentional misclassification attempts to obscure the fatal reality: at the time Permit #25-1123 was issued, not a single authorizing document properly identified the legal Trustees or referenced the Trust, rendering the foundational ownership documentation fundamentally defective.

- He stated: *"My parents have asked me to complete this task [stairs] on their property and I have their full authorization to continue such work."* His mother's signature cannot be found on any document for Permit #25-1123, yet she is illegally shown on the permit itself as an individual owner rather than as a Trustee.

- His letter retroactively traps the City in a fatal jurisdictional paradox. By officially admitting he was the sole signatory, he forces the administration to concede that at the time of permit issuance, they committed one of two severe errors: they either (1) allowed him to unlawfully impersonate his father by accepting the ambiguous name "Armando Garcia" without verifying official identification, or (2) unlawfully permitted his familial status and equitable interest to substitute for the strict, statutorily mandated legal title of a Trustee. Under either conclusion, he successfully executed a bad-faith manipulation of the permitting process.

Former City Attorney George Petrulakis publicly stated in the Turlock Journal on September 27, 2025, that he "would never leave a client in a lurch." Yet, his determinations regarding this matter—compounded by his subsequent departure—have left the City in exactly that position: a significant fiduciary lurch. But Mr. Petrulakis did not act alone. It took more than one person to deem this paperwork acceptable, most substantially Development Services Director Adrienne Werner. She presented to the Planning Commission on April 2, 2026, and stated that Mr. Garcia Jr. had acted in good faith. However, the evidence demonstrates a clear pattern of bad faith that the City Council must not ratify.

37 **10. Actual Notice of Fraud Prior to Construction**

If my initial detailed June 13, 2025, email was not enough to convey to the Building and Safety Division that Mr. Garcia Jr. was not the property owner—that there were Trustees and he wasn't one of them—my in-person conversation with Mr. Delgadillo and Ms. Blancarte on October 1, the same day Building Official Daryl Willey died, and the subsequent October 13 email reply cannot be denied.

Two months before Permit #25-1123 was issued, I warned them that Mr. Garcia Jr. may attempt to portray himself as the property owner. I again provided details of the Grant Deed and stated:

> *"I keep thinking of our conversation the other day about you working with Armando Garcia, Jr., regarding the stairs for Apt 200 at 290 N Thor St. I mentioned that he is not the owner... The address on the deed is the business address for Westside Landscape and Concrete, Inc., owned by Armando Garcia, Jr. He is likely a 25% beneficiary of the living trust, and may not be a direct beneficiary at all, but through an LLC along with his three siblings. I just want to make sure that the city is working with the right authority to avoid any problems with the permit or inspections."*

On October 13, 2025, Ms. Blancarte, copied to Mr. Delgadillo, replied by email: "*Hi Shawn, Thank you for your message and for providing this information... We appreciate your diligence in helping ensure everything proceeds smoothly.*" (See Exhibit N)

11. The Pre-Issuance Orchestration: The First Week of December 2025

The most explosive evidence of the Building and Safety Division's complicity occurred during the exact week leading up to the issuance of Permit #25-1123. A documented, day-by-day timeline proves the City possessed explicit, internal knowledge of the contractor's corporate identity in the immediate days preceding the issuance of his "Owner-Builder" permit:

- **December 2 (The Corporate Acknowledgment):** Staff Services Analyst Kimberly Hammack sent an internal email to Inspector Delgadillo and Staff Services Technician Kelly Blancarte regarding PRA request #25-201. Embedded directly in Ms. Hammack's email, obtained via PRA request #26-22, was the text of my request, which explicitly identified Armando Garcia Jr. as "the owner of Westside Landscape and Concrete, Inc., and a vice president of the family-owned property management company Amarak Management, Inc." It further requested communications linked to their corporate email addresses (agarcia@westsidelandscape.net and amarakmgmt@yahoo.com). (See Exhibit O) This proves the Division explicitly possessed his commercial identity and corporate roles.

- **December 3 (The Permit Review):** The very next day, Staff Services Technician Kayla Scully emailed Inspector Delgadillo the internal audit log specifically detailing the timeline of Permit #25-1123. This proves that the exact staff members who possessed the December 2 email regarding Mr. Garcia Jr.'s commercial landscape and corporate property management status were concurrently reviewing his active permit file.

- **December 4 (The Explicit Demand for Contractor Credentials):** The most legally devastating proof of the City's active complicity exists in an email sent by Ms. Scully ("KS") to both the unauthorized applicant agent and Mr. Garcia Jr. at his corporate email (agarcia@westsidelandscape.net). In this communication, the City explicitly demanded two items required to complete the permit: "General contractor's license number and email address" and "Contractor to complete and return the Construction Waste Management Plan".

  This email, provided via PRA request #26-20, undeniably proves that five days prior to issuing an "Owner-Builder" permit, the Building and Safety Division possessed actual, documented knowledge that a commercial contractor was managing the project. (See Exhibit P) When Mr. Garcia Jr. failed to produce the requested General Contractor's license number, the City actively facilitated his evasion of state law by allowing him to assume his father's identity to claim "Owner" status, executing the final transaction on December 9 under a demonstrably fraudulent Workers' Compensation exemption.

- **December 4 (The Public Record Alteration):** When the City released the responsive July 28 and August 12 warning letters, Deputy City Clerk Kelly Renteria actively redacted the mailing address as "personal privacy" and subsequently ignored my formal challenge. Hiding a commercial service address that is already permanently available on a public County Grant Deed demonstrates a coordinated administrative effort to actively conceal the contractor's corporate footprint.

- **December 9 (The Issuance and Active Identity Conflation):** Despite possessing this documented knowledge of his commercial identity just days prior, the Division allowed Mr.

Garcia Jr. to actively assume the status of the property owner to secure the permit. The City's subsequent defense—that staff verified his identification but failed to retain a copy—is destroyed by the "permit holder's" own identification. His driver's license plainly reads "Armando Estrada Garcia Jr." Had staff actually performed this legally mandated verification, his printed name alone would have been an immediate, undeniable red flag that he was not the owner of record, "Armando P. Garcia Sr.", who legally holds the property strictly as a Trustee. By ignoring this facial discrepancy and allowing an unverified signatory to sign as a generic "permit holder," the Division's actions moved beyond administrative error. Ultimately, for the Division to process a statutory "Owner-Builder" exemption for an individual they had internally recognized as a commercial contractor and corporate Vice President just days prior constitutes a willful and documented circumvention of mandatory state law.

(Note: My inclusion of his corporate title in PRA request #25-201 stemmed solely from general knowledge of his career and public state filings. Because New Bridge Management began to manage the property at 290 N Thor St in August 2025, I had no knowledge that his "VP" status held any operational relevance until he confessed, *"We are the landlord,"* on February 26, 2026).

39 **12. The City's Foundational Contradiction: The July 11 Misclassification of Permit Requirements**

While the timeline of the July 11, 2025, complaint is established in the Background of this appeal, newly discovered documentary evidence from the City's own records reveals a fatal contradiction at the very genesis of this case.

The July 11 Complaint Form (Case Number 25-0470), included in the City's Agenda Packet, explicitly documents the reported hazards: "ALSO BASE OF STAIRS ARE DRYROT AND DETERIORATING." Yet, below this description, the "No" checkbox is marked for "Building Permit Required." (See Exhibit K)

This internal misclassification is a glaring failure of basic code enforcement that compromises the City's entire defense of its permitting process:

- **Failure to Identify Structural Hazards:** Repairing structural dry rot on a multi-family residential exterior staircase is not a cosmetic fix; it inherently requires a building permit to ensure structural integrity and tenant safety. The City's initial administrative determination that no permit was required for this work demonstrates profound negligence, especially since I both emailed and showed in person at City Hall photos of a substantially dangerous condition.

- **Fostering Unpermitted Construction:** By internally concluding on July 11 that no permit was necessary, the Building and Safety Division's subsequent July 28 letter to the property owners predictably resulted in Westside Landscape and Concrete, Inc. replacing the stairs on August 5-6 without a permit or City oversight. This directly resulted in the hazardous, non-compliant construction that left tenants without proper handrails for over six months.

- **Contradicting the Director's Core Defense:** This document unravels Development Services Director Adrienne Werner's stated defense regarding how the City handles safety hazards. On April 7, 2026, Director Werner claimed that life-safety issues are handled *"through the Building Department, through the plans review, as well as the inspections."* However, the City's own July 11 intake form proves that staff initially bypassed this exact process, explicitly exempting a reported structural hazard from any plans review or permitting requirements.

The City cannot logically defend its retroactive acceptance of Permit #25-1123 as "good faith" code enforcement when its own foundational document proves it failed to mandate a permit for structural dry rot in the first place.

40 **13. The City's Acceptance of Shifting, Invalid Ownership on Construction Plans**

The City's failure to verify proper legal authority was not a singular oversight isolated to the December 9, 2025, Owner-Builder form. A review of the permitting documents reveals a highly irregular, unverified chain of custody regarding the property's ownership.

The timeline of the submitted construction plans demonstrates a complete breakdown of administrative scrutiny:

- **The Initial September 3, 2025, Submission:** The original construction plans submitted by unauthorized applicant agent/drafter Osvaldo Reyes identified a completely unrelated individual in Tracy, California, as the Client/Owner.
- **The November 24, 2025, Re-Submittal:** Following architectural comments from the City, a "Re-Submittal Application" was filed. On these newly corrected plans, the Client/Owner was changed to "Amarak Investments," alongside Mr. Garcia Jr.'s personal phone number and claiming the property itself (290 N Thor St) as the owner's contact address.
- **Complete Omission:** The Agenda Packet provided to the Planning Commission included the initial plans, revealing that the City's internal correction comments completely failed to flag the incorrect Client/Owner information. Plainly, the listed information had no connection to the Permit Application or the true property ownership—facts which had been explicitly communicated to the City well before the September filing.

41 **E. The Categorical Statutory Bar to Owner-Builder Status (BPC § 7044)**

By allowing this project to proceed as an Owner-Builder permit for a six-unit complex, the City has essentially sanctioned unlicensed contracting. Under California Business and Professions Code (BPC) § 7044, the Garcias (as Trustees) are barred from being "Owner-Builders" on this property for three specific reasons:

1. **The "Non-Residency" Bar:** The exemption is designed for an owner who "occupies or intends to occupy" the structure. Since they live in Newman (as shown on the Grant Deed)

and the property is a six-unit building in Turlock, they are clearly **commercial landlords**, not "homeowners."

2. **The "Multi-Family/Commercial" Bar:** Section 7044(a) is intended for *single-family* dwellings. The state's interest in protecting the public (the tenants) outweighs the owner's right to "DIY" their own property.

3. **The "Commercial Enterprise and Tenant Safety" Bar:** The statutory exemptions under BPC § 7044 are designed to allow homeowners to improve their personal residences, not to provide a regulatory loophole for commercial landlords. Because this six-unit property is an income-producing asset actively leased to the public—including the established ten-year tenancy of Frances Dianne Sheridan—it operates as a commercial enterprise. The State Legislature enacted the Contractor's State License Law specifically to protect the public from dangerous, unlicensed construction. Utilizing an "owner-builder" exemption to bypass structural safety mandates on an occupied multi-family rental entirely subverts the tenant protections the law was explicitly written to enforce.

42 ## F. Undeniability of the Declarations Page for Permit #25-1123

43 ### 1. Staff-Generated Legal Declarations

The Building and Safety Division's declarations page for Permit #25-1123 contains eleven (11) checkboxes for the initialer/signer to choose from to establish their legal standing. Mr. Garcia Jr. did not physically or digitally mark any of them.

Instead, Division staff digitally inserted five (5) X's—two for checkboxes, two for initial lines, and one for the signature line. It was City staff, not Mr. Garcia Jr., who affirmatively marked the Workers' Compensation exemption and declared that the signatory was the "Owner," rather than a Contractor or Authorized Agent. By digitally altering the form to make these selections on his behalf, the City actively manufactured the legal compliance of the document for a mere "permit holder" who lacked the standing to claim those exemptions himself.

Furthermore, any administrative defense claiming that the applicant, rather than City staff, generated these digital marks is legally immaterial. Regardless of who keyed the 'X's onto the form, the Building and Safety Division maintains a non-waivable statutory duty to review and verify all declarations prior to issuance. Accepting a document where complex legal exemptions are claimed via digital placeholders—without verifying the legal standing of the signatory—constitutes a complete abdication of that mandatory oversight.

44 **2. The Unlawfully Incomplete Declaration**

The City has maintained that Permit #25-1123 is valid despite the "Owner Builder Declaration" section lacking a single marked checkbox.

- The first three checkboxes dictate the terms of the owner-builder status (e.g., performing work with employees whose sole compensation is wages, and stipulating the structure is not intended for sale). None were marked for this six-unit multi-family building.
- The fourth and fifth checkboxes are required to establish the legal exemption from the Contractor's State License Law. Next to the blank line where a specific reason for exemption must be stated, Mr. Garcia Jr. willfully provided his initials.

He effectively initialed a blank legal claim. The City accepted a sworn declaration where nothing was actually declared, deeming it acceptable to the point of including it in the Agenda Packet for the Planning Commission as a valid legal document.

45 **3. The Fraudulent Circumvention of State Law via the "Permit Holder" Designation**

The most foundational evidence of the City's deliberate evasion of State law lies in the very signature line of Permit #25-1123. Mr. Garcia Jr. physically signed his name on a line explicitly designated as: **"Signature of permit holder."**

This terminology is not a harmless administrative shorthand; it is a calculated circumvention of the California Health and Safety Code.

- **The Statutory Mandate:** California Health and Safety Code § 19825 governs the issuance of Owner-Builder permits. The statute strictly requires that the *property owner* personally execute the legal declarations to assume the liability of construction. The Health and Safety Code contains no provision, allowance, or legal definition for a generic "permit holder" to execute an Owner-Builder declaration.

- **The Systemic Loophole:** Under the multi-year legal oversight of former City Attorney George Petrulakis, the Building and Safety Division utilized forms that replaced the statutorily required designation of "Property Owner" at the signature line with "permit holder." This fundamentally alters the legal burden of the document. By using this generic term, the City created a fraudulent administrative loophole allowing non-owners to sign for permits without explicitly forcing them to commit perjury by signing directly over the words "Property Owner."

- **Facilitating Invalid Permits:** This manufactured loophole is the exact mechanism that facilitated the issuance of Permit #25-1123. The City possessed Actual Notice that Mr. Garcia Jr. was not the legal owner of the property. However, by asking him to sign merely as a "permit holder," the City allowed him to finalize the transaction while bypassing the strict liability and verification requirements mandated by the State Legislature.

46 **4. Irregular Issuance Evidenced by an Outstanding Financial Balance**

The "Comments" section of the permit contains a critical notation: "**PER COMPLAINT**." This explicitly proves that the Building and Safety Division was fully aware this permit was generated in response to an active code enforcement action. Such circumstances strictly demand heightened administrative verification.

Instead, the Division expedited a rushed, incomplete document that contained unresolved financial discrepancies on its face. The officially generated fee table shows a total outstanding balance of $1,639.13.

While a handwritten note by Staff Services Technician Kayla Scully ("KS") indicates Check #2743 was ultimately received for the $1,639.13 amount on the December 9 issue date, the timeline of the document's creation is highly irregular. The official legal declaration was generated, finalized, and presented for signature while the digital record still reflected an unpaid balance. This discrepancy further demonstrates the rushed nature of this issuance—a process designed to quickly close a complaint file rather than ensure strict legal and administrative compliance.

47 **G. Statutory Violations: The Legal Invalidity of Permit #25-1123**

The cascading administrative failures documented above are not merely clerical errors; they constitute direct, fatal violations of State law that strip Permit #25-1123 of any legal validity.

48 **1. The Non-Waivable Mandates of California Health and Safety Code § 19825**

The Owner-Builder declarations required for a building permit are not local administrative formalities that City staff can alter or waive at their discretion; they are strict mandates under California Health and Safety Code § 19825. The State Legislature enacted § 19825 specifically to prevent the exact type of unregulated, fraudulent construction activity that occurred at this property. The statute legally requires the local jurisdiction to verify that the individual signing the permit is the actual property owner, and it strictly mandates that the owner personally declare their exemptions.

By accepting an Owner-Builder form where the signatory initialed a blank exemption claim, and by having City staff digitally fabricate the checkboxes to declare Workers' Compensation exemptions and property ownership on Mr. Garcia Jr.'s behalf, the Building and Safety Division actively violated HSC § 19825. The City has zero statutory authority to issue a permit based on a materially false, staff-altered, and incomplete Owner-Builder declaration. Therefore, Permit #25-1123 was issued in violation of State law and is void *ab initio*.

49 **2. The Public Admission of Statutory Non-Compliance (HSC § 19825(a))**

On April 2, 2026, Director Werner testified before the Planning Commission and explicitly stated that the Building and Safety Division does not verify property ownership prior to issuing a permit.

This stated municipal policy is a direct, fatal violation of State law. HSC § 19825(a) strictly mandates that the issuing jurisdiction *"shall require... any individual who executes the Owner-Builder Declaration to present documentation sufficient to identify the property owner and, as necessary, verify the signature of the property owner."*

The City cannot claim this failure of verification was a harmless administrative gap; the omission was willful. On February 12, 2026, I emailed Paralegal Donna Andrino a copy of the property's Grant Deed—the exact legal documentation required by statute to verify true ownership. Ms. Andrino forwarded this definitive evidence to the City Attorney.

The following day, February 13, rather than utilizing this documentation to verify ownership and halt the fraudulently obtained permit as mandated by HSC § 19825(a), the City Attorney's Office determined that "time is of the essence." Ms. Andrino explicitly relayed this determination to me, giving the official administrative go-ahead for construction on the stairs for Apt 200 to begin the very next day.

The City publicly admitted to bypassing the strict verification mandate of HSC § 19825(a), and internal communications prove they actively ignored the verifying documentation even after it was placed directly into the hands of the City's legal team.

50 **3. The Perjury Trap: Defending Corporate Labor on a Zero-Employee Permit**

On December 22, 2025, Staff Services Analyst Kimberly Hammack issued a formal, written defense regarding the contractor's scope of work. In her email, responding directly to my inquiry regarding Westside Landscape & Concrete, Inc., she cited Business and Professions Code § 7057

to justify that a Class B contractor was legally authorized to perform the general building construction for the proposed stair replacement. (See Exhibit Q)

This defense creates an undeniable legal trap for the City. Permit #25-1123 was issued under the statutory "Owner-Builder" exemption. At the time of Ms. Hammack's email, the City had already finalized the permit utilizing the legally deficient "permit holder" designation, wherein the signatory swore under penalty of perjury that they were "EXEMPT" from Workers' Compensation laws and would "not employ any person in any manner." Under California Insurance Code § 1871.4, making a materially false or fraudulent statement regarding Workers' Compensation exemptions to a government agency is a felony.

The City cannot have it both ways. If the "permit holder" is legally exempt and utilizing zero employees, there is no corporate Class B contractor scope of work to defend. If the City is actively defending a Class B corporate entity's scope of work for the project, they are concurrently admitting that the "permit holder's" sworn declaration of zero employees is perjury. The City's active defense of a commercial contractor's scope fundamentally invalidates the Owner-Builder exemption the permit relies upon.

51 **4. Actual Notice of Fraud Prior to Construction**

The City cannot dismiss this contradiction as a routine administrative oversight. Executive leadership was fully briefed on the deception before the hazardous replacement stairs were built. On January 9, 2026, I emailed an "Urgent Evidentiary Supplement" to Interim City Manager Borrego, Director Werner, and City Attorney Petrulakis.

This document provided actual, written notice that Permit #25-1123 was obtained through material fraud. It explicitly warned the City that:

- A false "Owner" classification was ratified to circumvent state licensing requirements.
- The Approved Plans indicated "CONTRACTOR: TBD", rendering the "Exempt" status on the permit application facially invalid.

- On December 9, 2025, the City itself forwarded the approved blueprints directly to the Corporate Secretary of Westside Landscape and Concrete, Inc., proving the City possessed internal documentation that a corporate entity—not an individual Owner-Builder—was managing the project.

By receiving this documented proof of corporate involvement in January 2026 and still allowing the unpermitted construction to proceed under a fraudulent exemption the following month, the City abandoned its regulatory duty to enforce mandatory life-safety codes.

52 **5. Documented Pre-Inspection Coordination with a Corporate Entity (January 26-27, 2026)**

The City's claim of administrative ignorance regarding the contractor's corporate identity is definitively destroyed by its own communication logs. Through PRA #26-70, I requested all communications between the Building and Safety Division and the specific phone number listed for the Client/Owner "Amarak Investments" on the City-approved plans.

The City's produced call logs reveal that Inspector Delgadillo engaged in active, multi-minute phone conversations with this corporate-linked number on January 26 (a three-minute call) and January 27 (a four-minute call). Crucially, January 26 is the exact date the unpermitted commercial crew arrived and elevated both sets of stairs. The City was actively coordinating the project over the phone with the number assigned to a corporate entity (Amarak Investments) during the critical elevation phase.

By the time Inspector Delgadillo arrived at the property for the site visit the following day, he had already spent seven minutes on the phone with the individual operating under a corporate entity's contact information. He did not stumble into an unverified commercial operation; he arrived with premeditated, actual knowledge of who was running the site.

53 **6. Field Verification of Fraud: The January 28, 2026, Inspection**

The City's complicity in bypassing State law extended from City Hall into the field. On January 28, 2026, Inspectors Delgadillo and Johnson arrived at the property to inspect the concrete forms and metal connectors prior to the foundation pour for both sets of stairs. Both sets had been elevated on January 26.

As documented by photographic evidence, the inspectors walked directly past a commercial work truck bearing the Westside Landscape and Concrete, Inc. logo to access the stairs for Apt 200. Crucially, the "permit holder," Mr. Garcia Jr., was entirely absent from the active job site, leaving the work exclusively to unauthorized commercial laborers. Instead, the inspectors communicated solely with two individuals wearing Westside-branded apparel. (See Exhibit C)

This field reality fundamentally contradicts the legal status of Permit #25-1123. The City-altered declarations page explicitly marked the permit as exempt from Workers' Compensation laws. By directly interacting exclusively with unsupervised commercial employees of a corporate entity on an active job site where the structures had already been elevated by that crew, the inspectors possessed actual, visual confirmation that the Workers' Compensation exemption was fraudulent.

In the face of undeniable, onsite commercial labor and licensing fraud, the only lawful administrative remedy was the immediate issuance of a Stop Work Order. Yet, the inspectors willfully ignored these glaring State law violations, allowing the unlawful commercial labor to proceed unimpeded—a deliberate failure that completely undermines Director Werner's later assertion that a Stop Work Order was unnecessary.

54 **7. The City Council's Mandatory Appellate Duty Under Turlock Municipal Code Chapter 1-4**

This appeal is brought before the City Council pursuant to Turlock Municipal Code Chapter 1-4. While the Planning Commission and the Development Services Director may have erroneously determined that Mr. Garcia Jr. acted in "good faith," the City Council operates as the final administrative appellate authority.

Under the framework of TMC Chapter 1-4, the City Council's duty is to ensure the City's actions comply with the law. The Council cannot legally ratify a Planning Commission decision that upholds a permit issued in direct violation of the California Health and Safety Code.

The documentary evidence is irrefutable: the Building and Safety Division possessed Actual Notice of the true property ownership structure, ignored those facts to issue a permit to a non-owner, and accepted a state-mandated declaration form that was both blank and digitally altered by City staff. The City Council must utilize its appellate authority under TMC Chapter 1-4 to invalidate Permit #25-1123, as upholding it would render the City openly complicit in the violation of State law.

55 **H. Failure of Executive Oversight and Unfulfilled Commitments**

The systemic administrative failures regarding Permit #25-1123 were escalated directly to the Interim City Manager's Office, yet the executive response consisted of documented, unfulfilled commitments that only served to delay enforcement.

Following a two-hour onsite meeting on February 28, Interim City Manager Gary Hampton made direct commitments regarding executive intervention and enforcement. His commitments were promptly abandoned:

- **Failure to Address Perjury:** During our onsite meeting, Mr. Hampton explicitly stated he would contact the District Attorney to discuss the perjury aspect of the permit application. I formally documented this executive commitment in a March 2, 2026, recap email sent directly to him, stating: *"I note your intent to discuss the perjury claims—specifically the false "Owner-Builder" and "Workers' Compensation" declarations—with the District Attorney, which you mentioned could take weeks. While I welcome the DA's review, the City's refusal to exercise its own administrative authority to revoke a fraudulently obtained permit remains a primary basis for my appeal."* Despite this documented assurance from the highest executive office in the City—made one week before my initial appeal—no follow-up or confirmation of this escalation was ever provided.

- **Failure to Ensure Compliance:** On Saturday, February 28, Mr. Hampton emailed me, stating his intent to ensure: *"the replacement of stairs to your Mothers apartment are completed in accordance with building codes and engineered designs submitted to the City."* On Sunday, March 1, he emailed me, stating: *"Rest assured the stair project at your mother's apartment will be completed in full compliance of building codes and engineered designs."* This executive assurance proved entirely empty. The subsequent construction deviated significantly from approved engineered designs, and the City later accepted a legally invalid retroactive waiver from an unlicensed drafter/designer to excuse the deviations.

- **Explicit Position:** Mr. Hampton's March 1 email to me contained detailed language: *"The Engineer's design does in fact call out pre-treated lumber for the project. My comment was that the contractor may be able to gain authorization from the Engineer to treat the wood post construction. However, from your previous communication with the engineer wherein he made it clear he has not authorized any deviation from the engineering plan - I doubt he will now accommodate a deviation request in this case. And to gain full treatment of the raw lumber, it really does require the lumber to be treated pre-construction."*

Rather than executing on these acknowledgments and commitments, the Interim City Manager simply abdicated. On April 10, when filing the Appeal Application, the City Clerk established an unsolicited timeline of "four to five weeks" to analyze my impending submission before the City Council meeting could even be scheduled. This protracted administrative stalling ensures the unlawful status quo remains active while executive accountability is continually deferred.

IV. STRUCTURAL FAILURES: THE PHYSICAL CONSEQUENCES OF ADMINISTRATIVE COMPLICITY

The physical hazards currently present at 290 N. Thor St are the direct, tangible result of the Building and Safety Division's premature validation of an improperly authorized permit. By prioritizing the administrative cover-up of Mr. Garcia Jr.'s unlawful assumption of title, the City abandoned its core regulatory mandate: life-safety oversight. The resulting structural deficiencies

do not require specialized engineering expertise to identify; they are glaring, objective, and documented deviations from the City's own approved plans that inspectors willfully ignored.

57 **A. Foundational Deviations and Inspection Failures**

While Armando Garcia Jr. is a licensed contractor, his company (Westside Landscape and Concrete, Inc.) does not hold a C-5 classification for framing, and the physical results demonstrate a demonstrable lack of structural competence.

On February 10, 2026, Inspectors Enrique Delgadillo and Ethan Johnson conducted an onsite inspection of the stairs adjacent to Apt 200. Despite generating a corrections list, the inspectors completely failed to cite or rectify massive structural deviations from the City-approved plans, effectively rubber-stamping an un-engineered hazard.

The City-approved plans were materially violated in the following ways:

- **Un-Engineered Structural Positioning:** The approved plans were designed for a balcony projection of **11 inches**. The actual field projection is **14 inches**. This unauthorized three-inch overlap onto the lower section completely alters the Design Professional's engineered load distribution.

- **Un-Engineered Wood Type:** The stairs were constructed using Green Douglas Fir (GDF), visibly identifiable by the lumber tags left on the wood. Mr. Garcia Jr. possessed the approved plans for two months prior to construction but willfully chose not to acquire the specified engineered materials.

- **Un-Engineered Wood Size:** The approved plans explicitly mandate **4x4** posts and graspable **2x4** top rails. The unverified contractor unilaterally substituted **4x6** posts and **4x6** top rails, violating both the engineered design and basic graspability standards for life-safety guardrails.

- **Un-Engineered Foundation Deviation and Environmental Failure:** The approved, city-stamped plans strictly require all six posts for each set of stairs to be independently secured with individual **12x12x18** concrete forms. This specific, isolated footing design is highly critical given the structure's immediate proximity to the railroad zone, as independent posts provide necessary vibration damping and allow for proper load distribution against ground-borne "technical seismicity."

    - **The Unauthorized Slabs:** In direct violation of the approved engineering, the contractor installed a single **50x50** inch monolithic concrete slab for the upper four posts, and a separate **69x24** inch slab for the base landing posts.

    - **Altered Structural Dynamics:** By pouring a rigid slab instead of the engineered independent footings, the contractor eliminated the structure's ability to dissipate kinetic energy. Furthermore, the metal post connectors within the upper slab were cross-positioned (two North-South, two East-West) in an installation that, when coupled with the unyielding slab, locked the timber framing into a rigid state against multi-directional vibrations. (See Exhibit Z)

    - **The Physical Result:** Because the foundation was poured in direct violation of the Design Professional's design, the wood framing absorbed the full spectrum of the railroad's ground vibrations. As a direct result of this unauthorized installation, the structure has already suffered severe deterioration, with all six stringers now significantly split.

- **Unauthorized Stair Configuration (Arbitrary Field Modification):** The approved plans dictate a precise structural layout requiring five steps on the upper flight and nine steps on the lower flight. The contractor completely abandoned this approved design, unilaterally shifting a tread to construct four steps on the upper flight and ten steps on the lower flight.

- **Un-Engineered Structural Footprint (The Walkway Evasion):** Physical measurements reveal the motive behind this arbitrary stair reconfiguration: a substantial, intentional

contraction of the structure's overall footprint to avoid demolishing existing concrete. The plans placed the new structure within a restricted **8-foot 4-inch** concrete perimeter with an **11-inch** balcony projection. The actual projection of the balcony is **14 inches** from the concrete edge, so the builder deviated by shifting a tread from the upper flight to the lower flight to evade shifting the short walkway in front of only the Apt 200 stairs further out.

- **Un-Engineered Cantilever Hazard (The Compounded Failure):** By artificially compressing the structural footprint to avoid the concrete issue, the contractor forced a dangerous realignment of the load-bearing supports. This created a cascading structural failure:
    - **Compressed Support Spans:** The designed overall span from the support posts to the base landing posts is **11 feet 10 inches**, but the physical build was compressed to **11 feet 4 inches**. Furthermore, the span between the upper and base landing posts was reduced from an engineered **8 feet 3 inches** with **nine treads** to **7 feet 9 inches** with **ten treads**.
    - **The 17-Inch Cantilever:** When this foundational misalignment was combined with the unauthorized field change of adding an additional 11-inch tread to the lower flight, it created a severe, un-engineered **17-inch cantilever**.
    - **Foundational Misalignment:** Additionally, to force the installation of 4x6 landing posts rather than the engineered 4x4 posts, the contractor misplaced the post metal connectors almost two inches from the base wood, rather than next to the wood.
    - **Physical Deterioration:** This compounded failure left the bottom two steps dangerously unsupported. Consequently, the nose of the tread on the second step has already suffered a foot-long split (wood detaching from the tread).
- **Willful Disregard of the Corrections List (The "Mirror Build"):** The ultimate proof of the contractor's bad faith and the City's lack of regulatory enforcement occurred four days after this initial inspection. When construction finally began on the stairs for Apt 200 on

February 14, 2026, the contractor completely ignored the February 10 corrections list. He proceeded to construct a "mirror build" of the un-engineered stairs, duplicating every single structural failure, material deviation, and foundation violation on the second set of stairs. The City stood by and allowed the contractor to replicate a known, documented structural hazard on the specific apartment that initiated the entire enforcement action.

The resulting strain from these unauthorized, un-engineered construction methods has caused accelerated, documented deterioration. **In less than 90 days since construction**, both sets of stairs exhibit multiple deep cracks, with the stairs leading to Apt 200 faring worst. All six stringers (the primary diagonal structural supports) are already significantly split. Because the structural foundation itself was poured in direct violation of the approved plans, both sets of stairs—including the un-engineered concrete slabs—must be completely demolished and replaced.

B. Un-Engineered by Administrative Decree

1. Questions Added to the Submitted Plans

The Agenda Packet for the Planning Commission included the originally-submitted drafted plans that were marked up by the City for re-submittal. The internal audit log shows that the plans were first received on September 5, 2025, then marked as "E-PLANS NOT APPROVED" on October 14, and emailed back to the unauthorized applicant agent/drafter on October 17. Questions and notes added to the plans by the City included, verbatim:

"2) The project shall be reviewed and stamped by a design professional"

"4) Please describe the extent of the repair in detail."

"5) ContradictS the statement of the scope of work, New stairs or repair of the existing?"

"6) Please specify the stringers size and spacing supported by structural calculation."

"7) How wood [sic] stringer will be attached to base plat?"

"10) Please show the max spacing to support live lode [sic] per ASCE"

"11) Please provide structural calculation structural connection details"

"12) All foundations and rebars shall be designed by a design professional"

"13) Specify all the Simpson connection at foundation and above foundation"

Plainly, a licensed design professional was not yet involved, though an unauthorized applicant agent/drafter submitted plans for approval. The re-submitted plans changed the Scope of Work from "Repair two existing sets of stairs" to "Demo and rebuild two existing sets of stairs to bring into compliance".

Notably, my formal complaint for Apt 200 in July 2025 did not involve the adjacent stairs. But the "Demo and rebuild" on the plans regarded the unpermitted replacement of both sets of stairs in August 2025, described on the plans as not in compliance. Also notable is that the original plans did not mention wood type.

2. Plan Check Delayed at Inception

The Permit Application form for #25-1123 facilitated an immediate delay of the plan check process. At the end of the form, the applicant was allowed to acknowledge that a marked checkbox would cause a delay, such as the marked checkbox that "Structural Calcs" were not provided. The City then had to add to the submitted plans that structural calculations were needed, when the plans should not have been received as a professional draft without them. This occurred because a licensed design professional was not yet involved with the project, though the owner knew the property was an apartment building.

Another delay from inception was that the application was received without payment. The internal audit log shows that Staff Services Technician Kayla Scully noted on September 5: "EPLANS UPLOADED EMAILED OSVALDO FOR PAYMENT". "Osvaldo" is the unauthorized applicant agent/drafter's first name. The next entry by her was "STAIR REPAIR - PER COMPLAINT RECEIVED CHECK 9/24". As a reminder, that is the exact date Inspector Delgadillo set in his August 13 email as the deadline, which he communicated to Staff Services Analyst Hammack.

The Permit Application contains a requirement for submittal: "1. A plan check deposit is required with this application (payable by cash or check)." The Building and Safety Division deliberately coordinated a process delay involving a life-safety complaint.

61 **3. Intentional Bypass of Engineering Review**

The structural failures documented in the previous section are not merely the result of contractor incompetence; they were administratively facilitated by the Building and Safety Division.

- **Inhibited Review Routing:** An internal audit log reveal that on November 24, 2025, Staff Services Analyst Kimberly Hammack directed staff that the resubmitted plans were not to be reviewed by an engineer. The staff note two days before the plans were approved states: "EPLANS UPLOADED IN HOUSE NOT ROUTED TO ENG. PER KH". This deliberate order bypassed and effectively overruled a prior disapproval issued by the Engineering Division on October 14: "FROM ENG - NOT OK NEED REROUTE". During an in-person meeting on February 9, 2026, Ms. Hammack confirmed she personally issued this directive.

- **Acceptance of "Design Professional Determination" from Applicant Agent/Drafter:** As detailed below, Inspector Delgadillo accepted a letter from Osvaldo Reyes dated April 6, 2026, using it for his "Final Inspection" of the stairs project, which suddenly waived the required wood species. Most significantly, this letter, received as a "Design Professional Determination" did not address any other field deviation.

62 **4. Waiver of Mandated Wood Species**

On April 13, 2026, Inspector Delgadillo wrote on the Job Card for Permit #25-1123: *"Final inspection was performed on 4-10-26 - Detail for attachment of stairs to balcony in folder & letter to alternative treatment of non-pressure treated wood - ED"*

The referenced letter is highly questionable:

- The signature is simply a cursive font, not a digital image of a signature or handwriting.

- Mr. Reyes is neither a licensed architect nor an engineer, yet his letter *"serves as a Design Professional Determination"*. He is not the Design Professional of Record. Legally, he is the unauthorized applicant agent and drafter of the plans. The actual licensed Design Professional, Nicholas Britt, stated via email on February 16, 2026, known to City staff and detailed in my initial appeal: *"I did not authorize any of the field changes described in your email, nor was I consulted regarding any substitutions or deviations from the approved plans."*

The timing is suspicious:

- **February 10:** Inspector Delgadillo's correction list did not mention wood type.
- **March 4:** Ms. Hammack's modified correction list explicitly stated that "Per approved plans…" the wood type must be in compliance, which excluded the Green Douglas Fir used. (See Exhibit V)
- **April 4 (Saturday):** Armando Garcia Jr. ripped the Stop Work Order notices off of the two sets of stairs. I recorded him ripping the first notice off and photographed him removing the second. The City acted as though the language of the notice was irrelevant—*"Removal or defacement of this notice without authorization is a violation of California Penal Code Section 616. Punishable by a fine of up to $100 or imprisonment for up to one month, or both."* After police officers arrived onsite when Mr. Garcia Jr. ripped the first notice off, I overheard him say that Inspector Delgadillo told him that the Stop Work Order was lifted by the Planning Commission's April 2 ruling. At that April 2 meeting were several staff, including Ms. Werner, Ms. Quintero, Ms. Hammack, and Mr. Delgadillo.
- **April 6 (Monday):**
  - **9:18 AM:** Armando Jr.'s uniformed crew arrived at the property.
  - **9:47 AM:** I received a call-back from the Turlock Police Department. Officer Sarah Arroyo conveyed that she spoke with Director Werner that morning and was informed

that the Stop Work Order was lifted (CallForService # 260960071). At the exact minute, 9:47 AM, Mr. Garcia Jr. arrived at the property. After he left, his employees covered up the two sets of stairs with "Chestnut Brown" Thompson's WaterSeal, acting with such incompetence that they sprayed the sealant directly over the 'TOP CHOICE® GDF' lumber tags on the Green Douglas Fir, leaving them clearly visible. (See Exhibit E)

- **11:29 AM:** Director Werner emailed Mr. Garcia Jr.: *"Effective April 3, 2026, work associated with Building Permit #25-1123 may resume. All work shall continue to comply with the approved plans..."* This post-dated email is evidence that she deemed it necessary to issue such a statement, knowing that Mr. Garcia Jr. had already removed the notices from the property and police officers were involved. She copied her email to the Interim City Manager, Chief of Police, former City Attorney, among others. Then, at some point dated that same day,

- **Undocumented Time:** Osvaldo Reyes allegedly issued a letter (dated April 6), entirely excusing the wood type for the stairs. As revealed via PRA request #26-224, the grainy image, wholly-digitally created document was provided in a manner that purposefully avoided a digital timestamp, making it impossible to determine if it was received before or after Director Werner's 11:29 AM email authorizing the resumption of work, that explicitly stated: *"All work shall continue to comply with the approved plans..."*

On April 16, I placed the Design Professional of Record, Nicholas Britt, on actual notice via email, requesting clarification. I followed up on April 22, and again on April 26. Though he had replied to me on February 6 and 16 regarding his responsible control and disavowal of described field changes, he chose not to reply for this.

The letter was accepted by the Building and Safety Division almost two months after the Architect's written disavowal of the use of Green Douglas Fir; and the letter notably failed to address any other unauthorized field change. Consequently, it leaves every other structural deviation from the approved plans completely unmitigated and legally unauthorized.

63 **5. The Staged February 10 Resident Notice**

On the morning of February 10, 2026—the day immediately following my February 9 meeting with City staff where I further exposed the permit's invalidity—a notice allegedly from New Bridge Management was taped to the Apt 200 window by Mr. Garcia Jr. without ringing the doorbell. (See Exhibit Y)

This conspicuous, unsigned, non-logo placement—posted at 9:04 AM and addressed generically to 'Dear Valued Resident' explicitly for Apt 200—claimed to advise of "scheduled repair work" to replace the stairs entirely within a four-hour window on February 14. In reality, it took two full days, and the handrail was installed three weeks later.

Furthermore, posting this notice just 40 minutes before the building inspectors arrived exposed it as theatrical rather than a good-faith tenant notification—a facade made even more obvious by its grossly inadequate timeline.

64 **C. The "Practice Stairs" Fabrication: Abandonment of Code Enforcement Priorities**

The timeline of the City's physical inspections further demonstrates that the Building and Safety Division subordinated its regulatory authority to the convenience of the contractor. The permit was explicitly flagged "**PER COMPLAINT**," generated specifically by the severe, documented life-safety hazards of the stairs leading to Apt 200 in July 2025.

Therefore, standard code enforcement protocols dictate that repairing the subject of the complaint should be the immediate, non-negotiable priority. Instead, the contractor was allowed to bypass the stairs for Apt 200 and begin construction on the stairs for Apt 202 and 204.

In an attempt to justify this severe enforcement mis-prioritization, the April 2 Staff Report offered a defense that is structurally and administratively indefensible:

> *"Construction and inspection of the stairs at 290 N. Thor Street, #202 began first to allow the contractor to work through any issues with the building staff prior to beginning construction of the stairs leading to 290 N. Thor Street, #200."*

This official City justification is an explicit admission of regulatory failure:

- **Tenants as Test Subjects:** The City explicitly admitted to allowing an unqualified contractor to use the sole ingress/egress points for the residents of Apt 202 and 204 as a testing ground to "work through issues." In commercial building safety, there is no allowance for "practice stairs" on an occupied multi-family dwelling.

- **Admission of Contractor Incompetence:** If a contractor possesses City-approved, engineered plans, there is nothing to "work through" with building staff; the engineering dictates the construction. By admitting the contractor needed a trial run to figure out the construction process, the City conceded they knew he lacked the structural competence to execute the approved plans.

- **Dereliction of the Complaint:** By indulging the contractor's desire to practice on a different part of the building, the City willfully allowed the severe, complaint-generating hazards at Apt 200 to persist without intervention.

The violator was effectively allowed to dictate the terms, timeline, and location of the code enforcement process, utilizing innocent tenants as trial-and-error subjects.

Of all the many emails and letters communicated about 290 N Thor St, none expose the City's dereliction regarding inspections than the following two emails. These were sent on August 6, and no on-property inspection occurred by any City staff until the end of January 2026:

* * *

[To kblancarte@turlock.ca.us and building@turlock.ca.us on August 6, 2025:]

Hi Kelly,

This regards new stairs that were built today for Apt. 200 at 290 N. Thor St. by employees of Westside Landscape & Concrete, Inc. in Newman.

The owner of Westside is Armando Garcia, Jr., a beneficial owner [**California Civil Code § 1946.2(b)(2)(A)(viii)(V)**] of the property through a family trust, and someone who put my mom in a difficult position by demanding a 35% rent increase or face consequences back in February.

The other stairs were replaced yesterday instead of prioritizing the ones complained as dangerous.

At 7:26 a.m. today, I looked out the kitchen window and saw that the stairs for the apartment were partly gone, and we were given no notice whatsoever. One of the guys came up to the door after seeing me photograph the scene, and he said that Armando told him to come and just start demolishing, that he had given notice. I recorded that comment with my iPhone.

My 81-year-old mother took an afternoon nap, then got up and we walked down to inspect the new stairs. She or I both couldn't hold on to the railing because it is so high and wide.

At ground level, the railing is 54 inches high (4-1/2 feet), with an almost 6-inch flat top. So, as she went down first, her hands simply rested on the flat area of the railing, with no support. Then, when she walked up, the very first time, she fully fell backwards into me, because she couldn't hold onto the railing.

Also, please don't forget the light between the stairs has to be replaced, remaining on at all times at night, because it doesn't engage when coming down the stairs.

Thanks for all your help.

Shawn Sheridan
290 N. Thor. St., Apt. 200
Turlock, CA 95380
On behalf of tenant Dianne Sheridan

* * *

[Follow-up email with eight (8) attached photos on August 6, 2025:]

Kelly,

This is in addition to the detailed email I sent to you earlier today.

Tonight I looked underneath the main frame of the mid-part of the new stairs, and was shocked at what I found. Attached are several photos.

The stairs were built today after more than seven hours of work by employees of a landscaping company owned by a beneficial owner of the property.

Shawn Sheridan
290 N Thor St., Apt 200
Turlock, CA 95380

* * *

The email where Ms. Blancarte confirmed receipt was also included for PRA request #26-22. Her August 7 reply stated: *"Shawn, Thank you for reaching out and for sharing the attached photos. I've forwarded your emails to the inspector overseeing this case and have added your updates to the existing case file..."*

For reference, the emailed images are named: IMG_0759.jpeg, ...0767..., ...0771..., ...0772..., ...0773..., ...0774..., ...0775..., and ...0777....

On August 13, when Inspector Delgadillo spoke with Mr. Garcia Jr. on the sidewalk in front of the building for fifteen minutes, never setting foot on the property, it was impossible for him to see from afar what I photographed underneath the landing platform. However, standing at a distance of only 20 feet with a clear, diagonal view of the base of the stairs, he gained undeniable, firsthand visual knowledge of the glaring life-safety hazards: the complete absence of a handrail and an unusually high, non-graspable guardrail featuring a 6-inch flat top.

D. Balcony Frame

1. Intentional Bypass of Inspections and State Law

No Building Inspector conducted an on-property inspection of the original stairs complained about in July 2025, nor the more-dangerous stairs constructed in August 2025 (no handrail or graspable guardrail), nor the "permitted" set built for Apt 200. The only on-property structural inspection prior to the "Final Inspection" (April 10) was for the new adjacent set.

I provided the City with photographs of the newly-built stairs (February 14-15) and information about the field changes, after obtaining a copy of the Approved Plans via a Public Records Act request. Fifteen days later, on March 4, Ms. Hammack—who is not a certified building inspector—emailed the contractor a correction list involving the Apt 200 stairs, containing an explicit admission of regulatory negligence:

> *"The following items have been noted and are based solely on photos and information provided to our office. This may not be an accurate or complete list."*

Her lengthy email, which was provided to the Planning Commission on April 2 by Ms. Werner, proves that the City was issuing official structural corrections based strictly on photographs and information provided by a tenant's legal agent, rather than deploying a certified inspector to physically assess an active, un-engineered construction site.

As for the balcony frame, the City did not assess the condition for Apt 200 prior to April 10, because Interim City Manager Hampton pointed out during his onsite visit (February 28) that a horizontal stucco panel prevented visual inspection of the structural wood behind the header board for the stairs. The panel wasn't removed until April 4 by a Westside employee.

Furthermore, I emailed a demand for enforcement of California Health and Safety Code § 17973 (referred to as the "Balcony Inspection Law"), which requires a third-party inspection, paid for by the owner, with a mandated report submitted to the City. HSC § 17973(g)(1) dictates that repairs must comply with "the recommendations of a licensed professional described in

subdivision (a)". Because the mandatory independent inspection of the balcony never occurred, or was grossly insufficient, that report does not yet exist.

67 **2. Contractor's Cover-up of the Balcony Dilapidation**

While the primary balcony frame protruding from the building for Apt 200 appears to be in good condition, there is a separate section of wood connected to that frame spanning only the width of the stairs. It is this specific span that is currently a visibly critical life-safety hazard, fully split from one end to the other directly above the eight bolts connecting the stairs' header board.

In both August 2025 and February 2026, this split balcony wood was fully exposed, yet the contractor chose not to repair it. This pre-existing split is verifiable because the exterior face of the wood, including a visible portion of the split from the top step, was painted at least ten years ago. The ultimate hazard is the contractor's installation of load-bearing bolts directly below that long-term split.

68 **V. PROCEDURAL IMPROPRIETIES**

The Planning Commission's Resolution No. 2026-07, denying my initial appeal, acknowledged the true property owner(s), yet nothing whatsoever of the permit documents reflects that reality. By ratifying this resolution, the Planning Commission did not resolve the administrative failures surrounding Permit #25-1123; they compounded them, exposing a deeply flawed and predetermined appellate process.

The April 2, 2026, hearing was a procedural failure built upon a compromised administrative record. The City Council must recognize that the Planning Commission's decision was structurally compromised by the following procedural improprieties.

69 **A. The Resolution's Fatal Contradiction of Legal Ownership**

The official heading of Resolution No. 2026-07 explicitly lists the Property Owner as "Armando & Maria Garcia, Trs, Garcia 2017 Living Trust". This is an adverse legal admission by the City. The Planning Commission formally recognized the Trustees as the true property owner(s), yet

simultaneously voted to uphold Building Permit #25-1123—a document that was issued to individuals, never mentions a Trust, and lacks the signatures of the legally recognized Trustees. The Commission utilized its appellate authority to validate a permit issued to the wrong legal entity.

70 **B. The Disavowed Staff Report and Lack of Administrative Transparency**

The Planning Commission's April 2, 2026, decision relied exclusively on a Staff Report that is fundamentally compromised. While the document formally identifies Planning Manager Katie Quintero as the preparer, Ms. Quintero explicitly disavowed authorship in an April 17, 2026, correspondence, stating: "I did not prepare the staff report, it was prepared and presented by Adrienne Werner." (See Exhibit X)

This creates a fatal defect in the administrative record. A quasi-judicial appellate body cannot lawfully render a decision based on a Staff Report that lacks a verified, transparent chain of custody. By attempting to shift accountability to the Development Services Director after the hearing, the Planning Manager has undermined the reliability of the evidence presented to the Commission.

Furthermore, this lack of transparency is consistent with the undisclosed, non-public nature of the process leading up to the hearing. Documentation confirms that despite the heavy workload of publishing the agenda, the Planning Manager coordinated a private, non-public meeting with the Commission Chair regarding the agenda items—an interaction that, in the context of the subsequent disavowal of the staff report, suggests a process prioritized toward a specific, pre-determined outcome rather than impartial, objective planning review.

Ms. Quintero was certainly part of the process, because at 3:07 PM on Friday, March 27, the day the Agenda Packet was posted online, she emailed Commissioner Chair Constance Anderson and Director Werner: *"Crazy couple of days, working on getting the agenda out... Katie"*.

71 **C. The Fabricated Timeline and Predetermination of Outcome**

The Staff Report presented to the Commission contained a willfully fabricated timeline designed to conceal the City's predetermination of the appeal. The report falsely claimed that the Building and Safety Division issued a Stop Work Order *"In response to the receipt of the March 9, 2026 appeal submitted to the City Clerk's office"*.

This is demonstrably false. Internal communications reveal that on March 4, 2026—five days *before* the appeal was filed—Staff Services Analyst Kimberly Hammack informed the contractor that an appeal had been filed and that work would be "on hold" until the Planning Commission reached a determination on April 2. Furthermore, Ms. Hammack explicitly instructed the contractor to prepare to resume work *after* the April 2 hearing. (See Exhibit V)

This internal directive proves the Building and Safety Division had predetermined the outcome of the April 2 hearing weeks in advance. To cover this up, Director Werner later claimed in a recorded April 7 conversation that the eventual March 10 Stop Work Order was not a mandatory enforcement action, but an "accommodation" that the City Manager executed on his own. However, the official Stop Work Order was signed directly by Director Werner herself, not the City Manager. The City deliberately delayed issuing the formal order until the day after my filing to manufacture an 'active' status quo for the contractor, while internally treating the appellate hearing as a mere administrative speed bump.

Beyond the manipulated timeline, an examination of the physical Stop Work Order presented to the Planning Commission reveals it to be a fabricated document. As mentioned earlier regarding PRA #26-165, the Agenda Packet shows that the single Stop Work Order notice provided to the Commission bears a distinctly different signature by Director Werner than the actual notices physically posted at the property, which were themselves uniquely signed. The existence of multiple, uniquely signed versions of a singular enforcement action, to a singular project, proves that the City did not provide a true and correct administrative record to the appellate body; they provided a recreated document. This invalidates the City's presumption of administrative regularity and proves the file was actively curated to deceive the Commission.

On April 20, I emailed the Interim City Manager, copied to City Council members, the audio and transcript of a conversation I had with Director Werner on Monday, March 30, at the upstairs public counter beginning at 4:26 PM, ending at 4:38 PM. Planning Manager Quintero arrived upstairs alongside Director Werner, looked at me without speaking, then turned and returned downstairs. I was there to file 'Addendum III' for my Appeal. Deputy City Clerk Christina Cabada stamped it as filed at the end of that conversation. Via a Public Requests Act request, I learned that Ms. Quintero then emailed Ms. Anderson at 5:02 PM: *"Hello! Do you have time this week to meet briefly about the agenda for Thursday? Katie"* They met the next day at City Hall.

72 **D. The Willful Suppression of Addendum III**

Prior to the hearing, I submitted 'Addendum III' to explicitly correct the severe misstatements of fact in the Staff Report and provide amended legal findings for Draft Resolution 2026-08. This addendum provided the Commission with documented proof that Permit Administration unilaterally bypassed a mandatory Engineering Division review after the plans were initially rejected , and that the independent Architect of Record explicitly disavowed the structural deviations on the replacement stairs.

Rather than confronting this evidence, the Planning Commission ignored the addendum entirely, adopting Resolution 2026-07 as originally drafted by staff without a single factual correction. A regulatory body cannot claim to conduct a fair hearing while failing to consider documented, written evidence of bypassed life-safety protocols.

73 **E. The Misdirection of Appellate Jurisdiction**

The Planning Commission was manipulated into ruling on a matter outside its legal purview. At the April 2 hearing, Director Werner falsely testified, and the Staff Report incorrectly stated, that the Commission was ruling on administrative "decisions" made personally by her and the Interim City Manager.

This was a calculated jurisdictional misdirection. Written records prove that the February 13 directive to allow construction to proceed was explicitly dictated by the City's "legal team".

Under Turlock Municipal Code § 1-4-01(a), the Planning Commission has no legal authority to review or hear appeals regarding decisions made by the City Attorney's Office. By deliberately positioning herself as an isolated decision-maker rather than acknowledging the City Attorney's active orchestration, Director Werner obfuscated the true nature of the City's actions and induced the Planning Commission to execute an appellate ruling it lacked the statutory authority to make.

74 **F. The Administrative Veto of Structural Engineering**

The Planning Commission upheld a permit that actively bypassed the City's own life-safety protocols. Internal routing records prove that the City's Engineering Department explicitly rejected the construction plans on October 14, 2025. However, rather than requiring the applicant to satisfy the engineers' structural requirements for a load-bearing exterior staircase, Permit Administration staff unilaterally bypassed this safety check on November 24, 2025, entering the official note: "...NOT ROUTED TO ENG. PER KH."

The Planning Commission utilized its appellate authority to validate a permit where administrative clerical staff successfully overruled the City's own structural engineers.

75 **G. Substitution of an Unauthorized, Unlicensed Agent for the Architect of Record**

76 **1. The Illegal Delegation of Structural Authority**

As detailed in Section IV.B.4, the structural field deviations executed by the contractor were explicitly disavowed by the licensed Architect of Record, Nicholas Britt. On February 17, 2026, Mr. Britt confirmed in writing: *"I did not authorize any of the field changes described in your email, nor was I consulted regarding any substitutions or deviations from the approved plans".*

Procedurally, any deviation from Mr. Britt's stamped plans should have triggered the City's own documented enforcement mandates. On March 4, 2026, Staff Services Analyst Kimberly Hammack issued a formal, written directive establishing the regulatory requirement: *"Please note: Any deviations from the approved plan set must be reviewed and approved by the architect or engineer of record and the City".* Despite this, the City finalized the permit based on an April

6, 2026, letter authored by Osvaldo Reyes, an unlicensed agent operating as "OZR DRAFTING & DESIGN LLC".

77 **2. The Fraudulent "Design Professional" Title**

In his April 6 letter, Mr. Reyes unlawfully assumed the authority of a licensed professional by titling his waiver a "Design Professional Determination". Under California law, "Design Professional" is a strictly protected legal classification reserved for licensed architects and registered engineers. By knowingly accepting a structural waiver from an unlicensed drafting entity masquerading as a Design Professional, the City explicitly bypassed the mandatory oversight of Nicholas Britt. Under the California Architects Practice Act, a licensed architect cannot legally delegate structural modifications to an unauthorized, unlicensed agent.

78 **3. The Administrative Contradiction and Misuse of Professional Correspondence**

Director Werner presented at the April 2 Planning Commission meeting that Mr. Britt's statement —assigning responsibility for compliance to the owner/builder subject to City inspection— granted the Building and Safety Division latitude to approve changes. This is a legal fallacy. Mr. Britt's statement was a formal withdrawal of his professional liability for work that no longer matched his stamped design. He explicitly directed concerns to the Building and Safety Division for enforcement, not for the purpose of authorizing an unlicensed agent to overrule his engineering.

Furthermore, as established in Section 4, the City accepted the Reyes waiver on the exact same day (April 6) that Director Werner issued an executive mandate demanding that *"All work shall continue to comply with the approved plans"*. The City cannot lawfully issue an executive directive demanding strict compliance while simultaneously using an un-timestamped, fabricated waiver from an unlicensed agent to nullify those same plans.

The illegality of this substitution is compounded by the highly suspect circumstances of the letter's submission. As established in Section 4, the wholly digitally-created document lacks a verifiable timestamp and features a typed cursive font in place of an authentic signature.

The City accepted this fabricated waiver on the exact same day (April 6) that Director Werner issued an executive mandate to the contractor demanding that *"All work shall continue to comply with the approved plans"*. The City cannot lawfully issue an executive directive demanding strict compliance with approved plans while simultaneously using an un-timestamped, fabricated waiver from an unlicensed agent to nullify them. Furthermore, the letter notably failed to address any other unauthorized field changes, leaving every other structural deviation completely unmitigated.

79 **4. The Preemption of the "Administrative Discretion" Defense**

In his letter, Mr. Reyes attempts to invoke CBC § 104.11 to justify downgrading wood protection methods. Consequently, the City cannot retroactively invoke CBC § 104.11 to excuse these un-engineered materials by claiming "administrative discretion." While a Building Official possesses authority to approve alternative methods, that approval must be supported by valid, licensed engineering documentation.

Osvaldo Reyes possesses no statutory authority to issue a "Design Professional Determination," nor does he hold the legal standing to invoke building codes to overrule the structurally stamped plans of Nicholas Britt. By accepting a structural material deviation based on the fabricated legal authority of an unlicensed drafter, the City did not exercise lawful administrative discretion; they actively facilitated a violation of the Business and Professions Code. The Building and Safety Division stripped the structurally engineered safeguards from the project and replaced them with a legal nullity, directly compromising the life-safety of the tenant.

80 **H. The April 6 Administrative Contradiction and Physical Record**

The timeline regarding the lifting of the Stop Work Order reveals a critical conflict between the City's executive directives and its physical enforcement. On the morning of Monday, April 6, 2026, the Turlock Police Department confirmed that Director Werner had authorized the removal of the Stop Work Order. Appellant's time-stamped photographic evidence confirms that Mr.

Garcia Jr.'s crew arrived at the property at 9:18 AM and began applying brown-colored sealant to the structures before 11:00 AM.

At 11:29 AM, Director Werner issued a formal email to the contractor stating work could resume, but with the explicit condition: *"All work shall continue to comply with the approved plans"*. However, the approved plans mandated the use of pressure-treated lumber or naturally decay-resistant wood, which excluded the Green Douglas Fir (GDF) used in construction. Despite the Director's mandate for plan compliance, the contractor's crew applied "Chestnut Brown" Thompson's WaterSeal directly over the unapproved lumber. This act left the 'TOP CHOICE® GDF' lumber tags in place and readable beneath the sealant, providing a permanent physical record of the deviation from the approved plans (See Exhibit E).

The City's subsequent reliance on the Reyes waiver creates an irreconcilable administrative record. Despite the letter being dated April 6, the City admitted in its April 23 response to PRA #26-242 that it possesses "no responsive records" regarding the email, digital correspondence, intake log, or internal routing used to submit the document. There is no evidence establishing when, how, or by whom this letter was delivered. By accepting an un-timestamped, untraceable letter that excuses the wood type, the Building and Safety Division directly contradicted the Director's 11:29 AM mandate that all work must comply with the original plans.

81 **I. The Fabrication of the "Good Faith" Defense**

The Staff Report presented to the Planning Commission relied entirely on the assertion that Mr. Garcia Jr. acted in "good faith." At the April 2 hearing, Director Werner stood at the podium and explicitly testified to the Commission that Mr. Garcia Jr. operated in good faith when filing his updated paperwork.

This testimony was a direct misrepresentation of the City's own internal communications. Internal emails prove that on February 13, 2026, the Building and Safety Division—acting under the direction of the City's "legal team"—contacted Mr. Garcia Jr. and literally dictated his defense to him. City staff explicitly instructed him to submit: *"A quick letter stating that you*

filled out the original owner builder form in good faith... " The Planning Commission was manipulated into denying my appeal based on a "good faith" defense that the City did not independently discover, but actively orchestrated, scripted, and fed to the contractor to retroactively shield a jurisdictionally void permit.

82 **J. Example of Mr. Garcia Jr.'s Bad Faith**

When the Apt 200 stairs were replaced in August 2025—which for nine years had the mailbox attached in the front with the property street address number above it—the street number was removed. Upon completion of the project, a Westside employee spray-painted a large green '2 0 9' below the six-unit mailbox instead of '2 9 0'. Eventually, Appellant nailed a small laminated paper with the street address above the mailbox.

On August 25, 2025, the unlicensed designed/drafter Osvaldo Reyes came to the property and measured the Apt 200 stairs, but the plans submitted to the City do not mention the mailbox, which faces the resident walkway. On January 26, 2026, the mailbox was detached from the stairs when the structure was elevated to pour new concrete. On February 7, all residents received a signed notice from the Postmaster (PS Form 4056) stating that mail delivery may be suspended because the contractor failed to secure the six-unit mailbox to the structure.

The stairs for Apt 200 remained elevated, with less than the designed amount of support posts until February 14 (**elevated 19 days**). The mailbox remained detached, leaning against a post until February 23 (**detached 28 days**), during which time the Post Office officially suspended mail service to six units for six days.

Following the re-attachment of the six-unit mailbox, the property street address was not displayed anywhere for months (**unmarked 59 days**). The new Apt 200 stairs were never physically inspected by the City until the "Final Inspection" on April 10, an administrative delay that effectively avoided acknowledging the existence of the six-unit mailbox on an "Owner-Builder" permit. On April 23, 2026—thirteen days after that "Final"—Mr. Garcia Jr. personally attached a new street number plate above the mailbox that again stated '2 0 9' instead of '2 9 0'.

Though the property management company was contacted that day with a photo, the incorrect sign remains as of this filing (See Exhibit Z).

83 **K. The Facially Defective and Contradictory July 11 Complaint Form**

The Planning Commission's Resolution No. 2026-07 explicitly cites a July 11, 2025, complaint as the genesis of this entire enforcement saga. To support this timeline, the City included a Complaint Form (Case Number: 25-0470) in the official Agenda Packet. However, not only was July 11 not the actual date of the initial complaint, but the document itself is facially defective, incomplete, and contains glaring contradictions that the Planning Commission either overlooked or willfully ignored.

First, despite the form explicitly detailing structural hazards—specifically noting "BASE OF STAIRS ARE DRYROT AND DETERIORATING"—Division staff marked the "No" checkbox next to "Building Permit Required".

Second, the City relies on this form to establish a timeline of diligent enforcement, yet the "Action Taken" section is conspicuously blank. It fails to document the inspection date, the conditions noted, the required building permit number, or the August 12 second warning letter.

Finally, while the form acknowledges the complaint was received "IN PERSON & EMAIL," the Complainant Address and Phone fields are left entirely blank. This demonstrates either profound administrative negligence or a deliberate sanitization of the record to obscure my early and continuous warnings to the City.

By adopting the Resolution, the Planning Commission utilized its appellate authority to uphold a complex, fraudulently obtained building permit under the guise of supporting diligent code enforcement, despite being provided with an intake form that actively contradicts the City's own defense and lacks basic enforcement data. The Commission ratified a process built on foundational administrative negligence, further demonstrating that the April 2 hearing was a

coordinated exercise to protect the Building and Safety Division rather than an objective review of the evidentiary record.

84 **L. Active Suppression of the Initial June Complaint Record (PRA #26-276)**

The City's reliance on the July 11 Complaint Form (Case Number 25-0470) to establish its timeline is not merely a clerical error; it is an active administrative cover-up. On May 2, 2026, Appellant filed PRA request #26-276, specifically demanding the initial complaint form that preceded the July 11 document. This request referenced an internal June 25, 2025, email thread explicitly confirming that an active case already existed prior to July.

The City's handling of this specific request in the days leading up to this appellate filing demonstrates a coordinated, bad-faith effort to suppress the foundational record:

- **Administrative Deflection:** On May 5, the City inexplicably assigned the records request to the Turlock Police Department, attempting to bury a Building and Safety Division code enforcement inquiry under law enforcement bureaucracy.
- **The Legal Shield:** On May 7, at 9:17 AM, Appellant explicitly clarified in the NextRequest portal that the term "case" referred strictly to Development Services, not a police matter. Exactly ten minutes later, at 9:27 AM, anonymous staff quietly added the "City Attorney Department" to the request.

By immediately escalating a routine request for a June 2025 intake form to the City Attorney, the Development Services Department is signaling that they cannot produce the true initial complaint without collapsing their fabricated July 11 enforcement timeline. The City is actively maneuvering to shield the foundational documents of this appeal behind legal bureaucracy, further proving the administrative record provided to the Planning Commission was intentionally sanitized.

85 **M. The "Anyone May Apply" Sleight of Hand and Forged Signatures**

The Staff Report attempted to minimize Armando Garcia Jr.'s unlawful assumption of a building permit by employing a deliberate bureaucratic sleight of hand. The report stated: *"Anyone may apply for a building permit; however, permits must be issued to the property owner of record, a licensed contractor, or an authorized agent of either..."* By leading with "anyone may apply," the City intentionally blurred the line between the administrative act of acting as a courier and the legal act of assuming liability. Mr. Garcia Jr. did not act as a mere courier. On the original December 9, 2025, form, he left the "Authorization of Agent" section completely blank and fraudulently signed directly on the "Signature of property owner" line for the Owner-Builder Acknowledgment" form.

Furthermore, the Staff Report states that authorization is verified by a notarized document or an ID. The City failed to obtain a notarized document authorizing Mr. Garcia Jr. to act on behalf of the Garcia 2017 Living Trust. Instead, when this fraud was exposed, the City accepted "updated" forms on February 18, 2026. However, handwriting analysis proves these substituted forms were physically written by Mr. Garcia Jr. himself, expressly violating the sworn declaration that the owner "personally filled out the above information." The Planning Commission ratified a defense built on linguistic misdirection to excuse undeniable documentary forgery.

86 **N. The Statutory Bait-and-Switch and Ultra Vires Ruling**

The administrative record demonstrates that the City engineered a procedural hybrid to insulate Permit #25-1123 from actual scrutiny, fundamentally misapplying the statutory appellate pathways defined in Turlock Municipal Code (TMC) § 1-4-01.

87 **1. The Erasure of the "Action"**

TMC § 1-4-01(a) grants an appellant the right to appeal "Any action or decision" of the Building and Safety Division. My appeal strictly targeted the ongoing action of the Division—specifically, the improper issuance and active, daily maintenance of a jurisdictionally void permit.

However, the Staff Report and Resolution 2026-07 entirely erased this "action" component. The City falsely instructed the Planning Commission that their sole role was to review verbal "administrative determinations" made by the Director and the Interim City Manager on specific dates (February 9, February 27, and March 2).

88 **2. The Scope-Restriction Trap and the Manufactured Denial**

This was a calculated legal distinction designed to artificially restrict the scope of the appeal and shield the most devastating evidence of the City's foundational errors:

- **An Action is ongoing:** The City's continuous maintenance of an illegal permit is an action that persists every day the permit remains active.
- **A Decision is a point in time:** By reframing the appeal exclusively as a challenge to past, verbal "administrative determinations," the City attempted to exclude the Division's ongoing actions from review.

The Staff Report explicitly anchored the Commission's review to "determinations verbally issued" on February 9, February 27, and March 2. However, the City's attempt to use these specific dates to control the narrative collapses under basic mathematical scrutiny. A ten-day statutory window prior to the March 9 filing extends back to February 27. Therefore, even under their unlawfully restricted rules, the executive decisions they cited on February 27 and March 2 fell squarely within the active appellate window.

The City strategically twisted the matter into a review of isolated "decisions" rather than ongoing "actions." This was not done to dismiss the appeal, but to manufacture a denial—using a manipulated timeline to blind the Planning Commission to the full scope of the Division's administrative misconduct.

89 **3. The Ultra Vires Ruling**

By hijacking the subsection (a) pathway and instructing the Commission to solely review executive decisions, the administration shielded the Building and Safety Division's foundational

actions from any actual scrutiny. Furthermore, under TMC § 1-4-01(b), appeals regarding the decisions of "any official of the City" route directly to the City Council. Subsection (b) explicitly forbids matters governed by subsection (a) from crossing over.

Because the administration instructed the Planning Commission to rule exclusively on executive decisions—which fall strictly under City Council jurisdiction via subsection (b)—the Planning Commission was manipulated into executing an *ultra vires* ruling over matters it had no statutory authority to review.

90 **O. The Improper Conflation of the Filing Timeline**

On Appellant's initial March 9 Appeal Application, Appellant entered "02/27/26 (Building Division); 03/02/26 (City Manager)" under the field labeled "DATE OF DECISION." This entry was made exclusively as a simple municipal code fulfillment to satisfy the strict ten-day filing limitation established by TMC § 1-4-02 (Time for appeal). It served solely as a chronological marker to prove my filing was timely.

However, the administration willfully twisted this basic procedural compliance. Director Werner and the resulting Staff Report took these dates and falsely presented them to the Planning Commission as the *entire subject matter* of my appeal. They claimed that because I listed those dates to establish a timely filing, my appeal was therefore exclusively focused on those specific executive decisions. This was completely false and entirely contrary to the extensive documentation I submitted.

By improperly conflating a timeline marker with the substantive subject of the appeal, the City manufactured a pretext to shield the Building and Safety Division. They misused my compliance with the statute of limitations to obscure the actual focus of my appeal: the underlying, ongoing *action* of the Division in issuing and maintaining a jurisdictionally void permit. This was a calculated administrative distortion designed to misdirect the Planning Commission and limit their scope of review.

91 **P. The Willful Omission of the Mid-February Cover-Up**

The "Background" section of the April 2 Staff Report presents a deliberately sanitized timeline designed to create a false narrative of unbroken permit validity. The report claims that following my February 9 meeting, City staff affirmed the permit was valid. It then claims that on February 13, the City Attorney's office concluded *"there was nothing to warrant stopping the construction,"* and that on March 2, the Interim City Manager similarly affirmed its validity.

What the Staff Report willfully omits from this chronological narrative is the City's own undisclosed administrative coordinating to retroactively rescue a jurisdictionally void permit. The report conveniently hides the fact that on February 13—the exact same day the City Attorney allegedly cleared the project to proceed—the Building and Safety Division actively emailed the "permit holder" to solicit a *"quick letter"* claiming *"good faith."* Furthermore, the Staff Report entirely omits the City's subsequent acceptance of that manufactured letter on February 17, and the receipt of the substituted, fraudulent Owner-Builder forms on February 18. By actively suppressing this mid-February scramble from the "Background" timeline, the administration deceived the Planning Commission into believing the permit survived executive scrutiny on its original December 9 merits. The City presented a timeline of continuous, unquestioned validity while hiding the fact that they spent mid-February secretly orchestrating a paper trail to cover their own jurisdictional failures.

92 **Q. The Deception of the Interim City Manager**

The Building and Safety Division's mid-February cover-up was so thoroughly insulated that they actively deceived their own executive leadership. The Staff Report claims that after a discussion with me on March 2, 2026, the Interim City Manager "also affirmed the validity of the building permit". The report's timeline inherently implies that his executive affirmation was based on the "updated" February 17 and 18 Owner-Builder Acknowledgment and Authorization of Agent forms.

Furthermore, documentary evidence obtained via PRA request #26-208 confirms these were not separate, organic submissions. The City provided a single Microsoft Word document containing both forms, proving this was a unified, orchestrated paperwork package. The fact that a single electronic file claims the exact same individual (Armando Garcia Sr.) signed one section on February 17 and another section on February 18—using completely different handwriting for each signature—exposes this as an actively coordinated forgery rather than independent, good-faith compliance.

This is a fabricated timeline. During a five-minute phone conversation via mobile phones on March 19, 2026, Interim City Manager Hampton explicitly confirmed to me that he was unaware of this "updated" documentation from the Garcias when he made his March 2 decision.

This admission proves that the Building and Safety Division solicited backdated, fabricated paperwork to secretly patch a jurisdictionally void permit, and then willfully withheld that highly irregular administrative maneuvering from the Interim City Manager before he rendered an executive decision on it. More egregiously, Director Werner accompanied him, along with Chief Hedden, during the March 2 onsite visit, yet actively withheld that information. The Planning Commission was led to believe the permit survived rigorous executive scrutiny, when in reality, the Building and Safety Division, and Director Werner specifically, actively shielded the true, defective condition of the permit—and the existence of their orchestrated, perjurious cover-up—from their own City Manager.

93 **R. The Calculated January 16 Alteration of Municipal Form**

The City's complicity in this permit fraud extends to the active, calculated alteration of an official municipal form to protect the contractor. On January 9, 2026, I provided executive leadership with an emailed "URGENT EVIDENTIARY SUPPLEMENT" explicitly exposing material misrepresentations and procedural irregularities regarding the permit. Exactly seven days later, on January 16, the City quietly generated a newly revised "Owner-Builder Acknowledgement / Authorization of Agent to Act on Property Owner's Behalf" form.

While this new form added language citing Health and Safety Code § 19825, it deliberately omitted legally mandated fields. Most egregiously, HSC § 19825(a) dictates that a City may require additional information but cannot omit the statutorily mandated fields, which includes the "Address of Authorized Agent". The City's new January 16 form removed this address line.

This omission was not a clerical error; it was a targeted deletion. For Permit #25-1123, the alleged property owner and the unlicensed commercial contractor share the exact same address. By intentionally deleting the "Address of Authorized Agent" line from their newly revised form, the Building and Safety Division actively destroyed the exact statutory mechanism that would have documented and exposed Armando Garcia Jr.'s fraudulent crossover between agent and commercial contractor. The City literally rewrote its own paperwork to permanently obscure the contractor's tracks.

94 **S. The Acceptance of Facially Falsified Documents as a "Good Faith" Cure**

The Staff Report attempts to legitimize Permit #25-1123 by claiming that on February 18, 2026, "updated" documentation was provided to confirm the permit was properly authorized. The Planning Commission accepted this as a valid, good-faith cure. However, physical handwriting evidence proves these "updated" submissions are fundamentally falsified on their face (See Exhibit U).

This manufactured "cure" consisted of two separate forms dated on consecutive days, both of which contain fatal discrepancies. The "Authorization of Agent" page, dated February 18, contains a strict, statutorily mandated legal declaration: "I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy". Handwriting analysis conclusively demonstrates that the alleged signatory, Armando Garcia Sr., did not personally fill out this information. The handwriting for the project description ("Stairs") and the address ("290 Thor Avenue, Turlock") on the February 18 document perfectly matches the known handwriting of Armando Garcia Jr. from his December 9, 2025, filings. Furthermore, the "Owner-Builder" form, dated the previous day (February 17), visibly contains the distinct handwriting of Karina (Garcia) Castaneda.

Because the signatory swore under penalty of perjury to have personally filled out the required information, the undeniable presence of third-party handwriting across two separate days of filings explicitly invalidates both documents as deceptive submissions. Whether these forms represent forgery by agents or perjury by a Trustee, they are legally void. The Building and Safety Division did not accept a valid authorization; they accepted demonstrably falsified documents to retroactively cover up an unlawfully issued permit, and the Planning Commission utilized its appellate authority to ratify that deception.

95 **T. The Fabrication of the Identification Verification Defense**

The Staff Report attempts to explain away the fraudulent December 9 forms by claiming staff followed a "standard process" to "verify identification without retaining copies." It asserts that the Division requested the February 18 forms merely to "address the concern" because they no longer had the identification on file. This narrative is a demonstrably false, retroactive fabrication designed to excuse gross administrative negligence.

First, the City cannot claim to have verified the identification of an authorized agent on December 9 when the "Authorization of Agent" section on the original form was left entirely blank.

Second, the Staff Report's assertion of a strict verification process directly contradicts Director Werner's own verbal admissions. During our February 9 meeting, Director Werner explicitly stated to me that the Building and Safety Division *does not* verify signatures. I formally documented this exact admission in a recap email sent to City staff on February 10. The administration actively misrepresented the Division's operational realities to the Planning Commission to feign retroactive competence.

Finally, the physical evidence of the driver's licenses provided on February 18 completely destroys the City's defense. The copies included in the Agenda Packet clearly identify the individual as "Armando Estrada Garcia Jr." If staff had actually verified his identification against the application on December 9, as the Staff Report implies, they would have instantly known he

was not "Armando P. Garcia Sr." and therefore could not legally sign as the property owner. The unlawful issuance of the permit itself proves the verification never happened. By presenting this fabricated defense, the Planning Commission was manipulated into validating a process that internal evidence proves never occurred.

96 **U. The Manufactured Limitation of Evidentiary Review**

In a final, overarching effort to insulate the Building and Safety Division from accountability, the Staff Report artificially restricted the Planning Commission's ability to examine physical evidence. Under the section titled 'Planning Commission,' the report instructed the appellate body:

> *"The Planning Commission's role is not to re-perform building plan review or construction inspection, but rather to determine whether the administrative determination was made appropriately..."*

This directive is a calculated, circular defense mechanism designed to blind the appellate body. My appeal explicitly challenged the *actions* of the Division, which inherently included the unilateral bypassing of structural engineering, the acceptance of unapproved lumber, and the authorization of field deviations explicitly disavowed by the Architect of Record.

It is logically and legally impossible for an appellate body to evaluate whether the Division acted "appropriately" without examining the underlying building plans, the statutory code requirements, and the physical construction inspections that the Division either bypassed or falsified. By instructing the Commission that they were not permitted to review the plans or the inspections, the Staff Report deliberately walled off the actual, physical evidence of the City's negligence. The administration orchestrated a hearing where the Commission was instructed to blindly trust the executives' verbal assertions while being expressly forbidden from looking at the documentary proof of their failures. This manufactured limitation ensured the hearing was a procedural theater rather than a substantive evidentiary review.

97 ## V. Procedural Inconsistencies and Dissuasive Barriers to Appeal

The right to initiate an appeal is established under TMC § 1-4-02, which states: "Any person may initiate an appeal…" However, the procedures and fees required to exercise this right were communicated so inconsistently by City staff that it created an unreasonable administrative barrier.

98 ### 1. Staff Confusion and Improper Documentation

When I arrived at City Hall to request the "prescribed form" to file an appeal per TMC § 1-4-04, City Clerk Fiez was unsure which form was required and sought clarification from Director Werner. I was subsequently handed a building permit application packet and told the appeal fee was $550. I expressed concern that a building permit application was not the legally prescribed appeal form, and that $550 appeared unusually high for a standard citizen appeal. Ultimately, the form I was instructed to use was improper for my initial filing; it asked, "WHAT ACTION ARE YOU ASKING THE CITY COUNCIL TO TAKE?" requiring me to manually alter the form to reflect an appeal to the Planning Commission.

99 ### 2. Erroneous and Inflated Fee Quotes

The appeal form provided to me clearly stated the fee was $125 in the top right corner. Based on the financial status of my elderly mother, the Interim City Manager granted a financial hardship waiver. However, the April 2 Planning Commission Meeting Agenda explicitly stated that the fee to appeal to the City Council was $550. Both Ms. Werner and Ms. Quintero allowed this $550 figure to be published and quoted to me, despite the actual, legally established fee being only $125. Quoting a citizen a fee that is artificially inflated by $425 acts as a severe and direct deterrent to exercising the right to appeal.

100 ### 3. Communication Breakdown and Administrative Limbo

Because this appeal to the City Council was a continuation of the same grievance under TMC § 1-4-01(a), I sought clarification on whether the previously granted hardship waiver would carry over to the subsequent procedural step. On April 3, 2026, I emailed the Interim City Manager—

copying the City Clerk, City Attorney's Office, and Planning Manager—to formally request a waiver of the newly stated $550 fee.

The Interim City Manager declined to respond to this inquiry. When citizens are navigating time-sensitive municipal appeals on behalf of elderly residents, a complete lack of response from city leadership regarding contradictory fees effectively functions as a dissuasion from continuing the process.

Regardless of staff intent, the combination of improper forms, conflicting fee quotes, and the failure to respond to legitimate procedural inquiries placed an undue and stressful burden on the appellant. This administrative disarray functionally obstructed the clear, accessible due process guaranteed to Turlock residents under the Municipal Code.

101 **W. The Staged Stop Work Order and Lifting Contrary to Municipal Code**

The City's disregard for statutory procedure escalated into the unlawful termination of an active enforcement action, directly endangering a resident.

102 **1. Unlawful Removal and Defiance of Law Enforcement**

As mentioned in IV.B.4 of this document, on Saturday, April 4, 2026, the unverified contractor unlawfully removed the official City of Turlock Stop Work Order notices from both sets of stairs at the property. As noted on the City's own postings, these removals are a violation of California Penal Code Section 616. The Turlock Police Department responded to the scene and requested written authorization for the first removal, for Apt 200, which the contractor could not produce, stating only that Inspector Delgadillo had informed him that the order was lifted by the Planning Commission's denial of my appeal. Officers advised him that without a written authorization, he had no authority to be on site, and generated Report #260940060. Despite this warning, shortly after the officers left, Mr. Garcia Jr. then ripped the remaining Stop Work Order notice off the adjacent stairs and departed, leaving a worker to continue.

103 **2. Creation of an Imminent Structural Hazard**

Operating under this direct violation defiance of an active enforcement order, the worker proceeded to execute highly incompetent repairs that created an imminent structural hazard. The worker installed eight large bolts to connect the header board directly below a full horizontal crack in the balcony frame. This unauthorized work also pulled the bottoms of the upper stringers further from the balcony, resulting in a 3/4-inch gap.

104 **3. The Director's Violation of Statutory Stay**

The contractor's actions on Saturday, April 4, and Monday, April 6, were subsequently enabled and shielded by Director Adrienne Werner. On April 6, she informed another responding officer that the Commission's ruling "lifted" the Stop Work Order. Specifically, for Report #260960071, Officer S. Arroyo wrote in the narrative, verbatim: *"Adrian Warner [sic] the building department advised that the stop permit [sic] was lifted, and they could resume construction. The city voted against Shawn's appeal on Thursday 4/2."*

This directive was a legally baseless violation of due process. While the Planning Commission denied the initial appeal on April 2, that decision did not immediately authorize the resumption of construction. Per TMC § 1-4-02, an active 10-day statutory stay remained in effect, but Director Werner's interpretation—that the parties "reverted" back to the status prior to the March 9 filing—is a strategic omission of the word "action" as defined in TMC § 1-4-01(a).

The City's interpretation willfully ignores the stay on ongoing actions. By focusing exclusively on "decisions" in Resolution 2026-07, the City attempts to frame the Stop Work Order as a temporary "accommodation" rather than a mandatory enforcement of the stay. However, TMC § 1-4-05 stipulates that the filing of an appeal causes the "rights of the parties to remain as they were prior to the action or decision". On March 9, the "action" being appealed was the City's daily maintenance of a jurisdictionally void permit; the "right" was the tenant's right to be protected from unauthorized construction during an active appeal.

The Stop Work Order issued on March 10 was merely the City's chosen administrative tool to physically enforce the stay that was already legally triggered on March 9. Because the City Manager never issued a written exception to this stay within five days of the filing, the order was in no way legally "lifted" on April 2. Director Werner actively bypassed this mandatory stay, shielding the contractor from accountability and facilitating the April 6 application of "Chestnut Brown" Thompson's WaterSeal to hide un-approved, un-engineered wood.

105 **X. The Unlawful April 13 Job Card Execution and Willful Violation of Statutory Stay**

The administrative complicity surrounding Permit #25-1123 culminated in a documented timeline of willful procedural violations. The chronological record from Friday, April 10, through Monday, April 13, 2026, establishes that the Building and Safety Division actively ignored actual notice of an impending appeal, continued site operations after the statutory stay took effect, and unlawfully executed administrative actions.

- **Friday, April 10, 2026 (9:00 AM – 9:03 AM | Preemptive Inspection & Actual Notice):** Within the active 10-day appellate window following the April 2 Planning Commission decision, Inspector Enrique Delgadillo and Inspector Ethan Johnson arrived at the property alongside the contractor. At 9:03 AM, Appellant explicitly informed Inspector Delgadillo, via a recorded conversation conducted with the inspector's knowledge, that Appellant was physically holding the formal Appeal form and was heading to City Hall at that exact moment. Appellant clearly stated that it was illegal for the inspectors to conduct an inspection at that time due to the impending statutory stay. Inspector Delgadillo's only reply was "Okay." Appellant then walked to his vehicle and departed for City Hall.

- **Friday, April 10, 2026 (9:15 AM; The Statutory Stay Locked):** Appellant officially filed the Appeal at City Hall. At this exact minute, **Turlock Municipal Code § 1-4-05** legally triggered a mandatory statutory stay on all enforcement and administrative actions related to the permit.

- **Friday, April 10, 2026 (9:30 AM; The Continued Violation):** Despite being given actual, recorded notice at 9:03 AM—and verbally acknowledging it—the City inspectors remained on the property conferring with the contractor until Appellant returned at 9:30 AM. By maintaining their active site visit and inspection activities after 9:15 AM, the Building and Safety Division overtly violated the legally active statutory stay.

- **Friday, April 10, 2026 (10:50 AM; Council Notification):** Appellant emailed the Turlock City Council, formally notifying them of the filed Appeal and the inspectors' preemptive arrival and actions on the property.

- **Sunday, April 12, 2026 (The Chubb SIU Escalation):** With the permit legally frozen, Appellant expanded the scope of reporting by filing a formal whistleblower fraud report with the Special Investigations Unit of the licensed contractor's workers' compensation carrier, Chubb Ltd (Ace American Insurance Company Policy #C73862140), confirmed as received on April 17.

- **Monday, April 13, 2026 (The Unlawful Execution):** On the next business day, with the TMC § 1-4-05 stay fully active and the City Council already notified, Inspector Delgadillo executed notes on the official Job Card. He noted, "Final inspection was performed on 4-10-26," but officially dated and initialed his sign-off as "FINAL INSPECTION: 4-13-26 ED". (See Exhibit W)

The Building and Safety Division's administrative execution of the Job Card on April 13 was a blatant, documented violation of the active appellate stay. The Division possessed no legal authority to alter, finalize, or sign off on the Job Card while the appeal was active.

The fact that the inspectors were given verbal, recorded notice of the appeal at 9:03 AM, remained on the property conferring with the contractor until 9:30 AM (after the stay took legal effect at 9:15 AM), and the City Council was formally notified at 10:50 AM, removes any defense of administrative error. The April 13 sign-off was a willful, post-dated administrative act designed to unlawfully finalize a jurisdictionally void permit in defiance of the appellate process.

VI. FORMAL DEMANDS FOR RELIEF

Based upon the irrefutable factual and jurisdictional record presented in this Addendum, and pursuant to the appellate authority of the City Council under **Turlock Municipal Code Chapter 1-4**, Appellant demands the following:

A. Primary Appellate Action

1. **Sustain this Appeal:** Formally uphold this appeal, recognizing that the Building and Safety Division committed fatal jurisdictional and procedural errors in the issuance and maintenance of Permit #25-1123.

2. **Reverse Resolution 2026-07:** Officially reverse the Planning Commission's April 2, 2026, decision, as the administrative body erred in ratifying an invalid permit and relied upon a compromised, factually deficient Staff Report.

3. **Revoke Permit #25-1123:** Officially REVOKE Building Permit #25-1123 as void ab initio, based upon the undeniable jurisdictional defects, unlawful identity conflation, unauthorized substitution of title, and fraudulent statutory declarations established within the evidentiary record.

B. Consequent & Discretionary Relief

1. **Reinstatement of the Statutory Stay:** Immediately correct the unlawful lifting of the Stop Work Order and reinstate the notices on both sets of stairs to enforce the mandatory statutory stay required by TMC § 1-4-05.

2. **Mandatory Abatement and Corrective Reconstruction:** Order the complete demolition of the structurally non-compliant stairs providing exclusive ingress/egress to Apartment 200. Due to the documented un-engineered structural footprint and the resulting 17-inch cantilever hazard, the City must require: **(a)** the submission of revised engineered plans that accurately reflect the physical dimensions of the balcony and site conditions; **(b)** the removal and replacement of misplaced foundational connectors to ensure proper,

independent support spans; and **(c)** the utilization of a verified, licensed commercial framing contractor to execute the build in strict accordance with newly approved designs.

114 3. **Mandated Balcony Inspection (HSC § 17973):** Require a comprehensive, third-party licensed inspection and a mandated written report regarding the structural integrity of the balcony and its framing at 290 N. Thor St., as required by HSC § 17973. This inspection must verify the condition of the load-bearing supports and the balcony's interface with the newly reconstructed stairs.

115 4. **Reimbursement of Costs:** Refund the $125.00 appeal application fee submitted on April 10, 2026, under formal protest.

116 5. **Acknowledgment of Active Oversight Complaints:** The City must formally acknowledge the active CSLB Complaint (NA 2025 13396)—which currently targets the unpermitted construction from August 2025—and the formal whistleblower fraud report regarding Workers' Compensation statutory declarations for Permit #25-1123 filed with the carrier, Chubb Ltd (Ace American Insurance Company Policy #C73862140). (See Exhibits F, G, and H) This state licensing complaint and corporate fraud report establish a documented, unresolved challenge to the contractor's regulatory compliance across multiple projects at this property. These severe, active allegations fundamentally undermine the unverified "permit holder's" statutory declarations and legally preclude the City from issuing any "Final" approval under an authorizing instrument actively disputed.

117 6. **Independent Investigation of Administrative Misconduct:** Commission a formal, independent investigation into the complete chain of administrative failures and misconduct regarding Permit #25-1123. This review must systematically examine the actions, directives, and documented complicity of the Interim City Manager, the prior contracted City Attorney, Paralegal, the Development Services Director, the Planning Manager, the Building Inspectors, the Staff Services Analyst, Staff Services Technician(s), and the Staff Services Assistant. The investigation must explicitly address the coordinated

orchestration of retroactive legal defenses, the unilateral bypassing of structural engineering requirements, the acceptance of an explicitly unauthorized structural waiver from an unlicensed agent, who is not the Design Professional of Record, and the specific actions of leadership in overriding mandatory life-safety codes.

118 7. **Mandatory Recusal of Compromised Staff:** Issue a formal, binding directive prohibiting Development Services Director Adrienne Werner, Planning Manager Katie Quintero, and Staff Services Analyst Kimberly Hammack from any further administrative or advisory participation in this appellate process. The evidentiary record demonstrates that these individuals willfully facilitated the presentation of a fabricated municipal record and concealed material facts during the April 2, 2026, Planning Commission hearing. Consequently, they must be legally recused from advising the City Council, drafting the appellate Staff Report, or contributing in any capacity to the City's administrative position regarding this appeal to preserve the integrity of the quasi-judicial process.

119 8. **Systemic Policy Overhaul for Code Enforcement (HSC § 19825):** Enact a binding mandate to overhaul the Building and Safety Division's permitting and code enforcement protocols, specifically demanding strict, non-waivable compliance with California Health and Safety Code § 19825. The Council must prohibit the use of legally deficient "permit holder" designations and mandate both rigorous identity and property ownership verification procedures to ensure that all statutory Owner-Builder declarations are personally executed under penalty of perjury by the legally verified property owner. Furthermore, the City must establish zero-tolerance enforcement protocols requiring the immediate issuance of Stop Work Orders when unpermitted commercial labor or fraudulent identity claims are discovered on active job sites.

120 9. **Formal Referral to the District Attorney for Criminal Misconduct:** Direct the City Attorney to formally compile the evidentiary record of the actions of Armando Garcia Jr. and Karina Castaneda, and submit a targeted referral to the Stanislaus County District Attorney's Office for criminal prosecution. This referral must specifically cite the

fabrication and execution of the fraudulently obtained Owner-Builder and Authorization of Agent declarations. Based on undeniable handwriting evidence, the referral should include charges of forgery (California Penal Code § 470), the filing of a false or forged document (Penal Code § 115), perjury (Penal Code § 118), and felony insurance fraud (California Insurance Code § 1871.4). Furthermore, the referral must cite Mr. Garcia Jr.'s documented, recorded removal of official Stop Work Order notices in direct violation of California Penal Code § 616 (Turlock Police Report # 260940060).

121 10. **City-Initiated Complaint to the Contractors State License Board (CSLB):** Because the active CSLB complaint (NA 2025 13396) is currently limited to the unpermitted construction from August 2025, direct the Building Official and the Development Services Director to file a new, formal, City-backed complaint with the CSLB against Armando Garcia Jr. and Westside Landscape and Concrete, Inc. regarding Permit #25-1123. The City must officially report his subsequent performance of un-engineered structural framing, his willful deviation from City-approved engineered plans—most notably his deliberate replication of those structural failures on the subsequent build for Apartment 200—and his legally unauthorized removal of municipal enforcement postings—specifically his defiant removal of a second notice immediately after Turlock Police Officers explicitly warned him he lacked the legal authority to be on site.

122 11. **Maximum Administrative Penalties and Permit Scrutiny:** Direct the Building and Safety Division to retroactively levy the maximum allowable administrative citations and fines against Mr. Garcia Jr. and the legal property owners for the unpermitted construction executed in August 2025 and the subsequent structural violations. This must explicitly include the progressively increasing Administrative Citation fines of $100.00 or more per violation under TMC § 8-1-102(d), as formally threatened by the Division in its July 28 and August 12, 2025 warning letters, alongside the $500 civil penalty mandated by California Business and Professions Code § 7031.5. Moreover, mandate that a permanent administrative flag be placed on Mr. Garcia Jr., Westside Landscape and Concrete, Inc.,

and all associated "Amarak" entities, requiring heightened, non-waivable identity and licensure verification for any future permit applications submitted within the City of Turlock.

The City of Turlock has a fundamental duty to ensure the legal integrity of its permitting process and the physical safety of its residents. Appellant respectfully demands that the City Council fulfill its mandatory regulatory and oversight obligations regarding 290 N. Thor Street.

Signature:

Shawn Sheridan
Appellant and Legal Agent for Tenant, Frances Dianne Sheridan
290 N. Thor St., Apt. 200
Turlock, CA 95380
Active CSLB Complaint: NA 2025 13396

[Appellant Exhibit List follows]

APPELLANT'S EXHIBIT LIST – PERMIT #25-1123

A	08/06/25	One of eight photos emailed to Building and Safety showing NEW STAIRS built earlier that day; original, exceedingly rotten wood was retained in place.
B	08/10/25	Photo of stairs leading solely to Apt 200. Stairs lacked a handrail until 03/05/26. Original rotten wood underneath the landing platform remained until 02/14/26.
C	01/28/26	Photo of Inspectors Enrique Delgadillo and Ethan Johnson knowingly with employees of the "permit holder" for a challenged permit both marked and initialed as Workers' Compensation exempt.
D	02/17/26	Photo taken two days after Apt 200 stairs were completed.
E	04/06/26	Photo the day "permit holder" employees sprayed "Chestnut Brown" WaterSeal without removing many lumber tags. Zoomed image reveals internal splitting of wood within only three months of installation.
F	02/19/26	First response letter from CSLB.
G	04/23/26	Second response from CSLB.
H	04/17/26	Email response from Chubb; first page only.
I	06/13/25	Emailed complaint to Building and Safety Division, providing the property ownership and landlord information; two pages.
J	07/11/25	Email from Building and Safety confirming meeting and receipt of photos of original dangerous stairs; first page only.
K	07/11/25	Complaint Form (Case Number 25-0470). A facially defective intake record that explicitly notes structural hazards ("base of stairs are dry rot and deteriorating") while concurrently—and unlawfully—marking that no building permit was required. The form conspicuously omits complainant contact information, as well as "Action Taken" data (including but not limited to the "2nd Warning Letter" and "Building Permit #"). Note: This document pre-dates the unpermitted stair construction that occurred in August 2025.

L	08/12/25	Email thread involving Hammack and Delgadillo; identifies priority of liability over safety. Delgadillo utilized an invalid phone number provided by Finance; however, despite this, Delgadillo met with Mr. Garcia Jr. onsite the following morning. Note: Renteria redacted Appellant's email under a claimed privacy exemption.
M	08/13/25	Email thread regarding submittal date of '9-24-25' (42 days in the future). Delgadillo identifies meeting with the "property owner," though the meeting was with Mr. Garcia Jr. Note: Renteria redacted Appellant's email under a claimed privacy exemption.
N	10/13/25	Email thread between Appellant and Building and Safety Division about the property ownership and explicit concern prior to the issuance of any permit; three pages.
O	12/02/25	Email from Hammack to Delgadillo and Blancarte explicitly acknowledging the actual property ownership structure and Mr. Garcia Jr.'s position, seven days before Permit #25-1123 was issued; first page only. This regarded PRA #25-201 from the Appellant, originally emailed to Director Werner by Deputy City Clerk Renteria to fulfill, copied to Ms. Hammack.
P	12/04/25	Email from Scully to Osvaldo Reyes and Armando Garcia Jr., stating that for the permit to be complete, a general contractor's license number would need to be provided—sent five days before Permit #25-1123 was issued; first page only.
Q	12/22/25	Email from Hammack to Appellant, discussing the project at 290 N Thor in terms of contractor licensing for a "zero-employee" issued permit; first page only.
R	02/13/26	Email from Hammack to Garcia prompting the "good faith" letter.
S	02/13/26	Email from Andrino two hours after Hammack's email; first page only.
T	02/17/26	Letter from Armando Garcia Jr. prompted by City Attorney and Building and Safety; confirms signature and mobile number, admits to 2025 bad faith acts, and utilizes the misdirection of acting as the "eldest son" to obscure his status as an evidenced sophisticated actor.

U	02/18/26	Handwriting and signature analysis of the "updated" Owner-Builder and Authorization of Agent forms; three pages. Conclusively demonstrates that Armando P. Garcia Sr. did not personally execute the sworn declarations, exposing the visible handwriting of Armando Garcia Jr. and Karina Castaneda on documents submitted under penalty of perjury.
V	03/04/26	Email from Hammack to Garcia Jr. incorrectly stating an appeal had already been filed and declaring an "on hold" status until April 2, 2026. Explicitly mandates both architect or engineer of record and City approval for any deviations; first page only.
W	04/13/26	Inspector Delgadillo executed a post-dated final sign-off while the statutory stay was actively in effect (TMC § 1-4-05). The inspectors (Delgadillo and Johnson) had actual notice, in person, just after 9:00 AM on April 10, that Appellant was heading to City Hall to file the appeal form at that moment.
X	04/17/26	Email from Planning Manager Katie Quintero admitting she did not prepare the April 2 Staff Report, despite being identified as the author under "Prepared by"; first page only.
Y	02/10/26	Letter allegedly issued by property management company posted to the window of Apt 200 by Armando Garcia Jr., without ringing the doorbell, 40 minutes before the building inspectors arrived for an inspection.
Z	05/09/26	Photo of Apt 200 stairs. Documents that the street address above the mailbox shows '2 0 9' rather than '2 9 0'. This was attached by Mr. Garcia Jr. on April 23, 2026, three months after construction. Property management was formally notified that day, and as of May 11, it remains as '2 0 9'. This photo also shows the un-engineered concrete foundations, as well as the brown-colored WaterSeal covering un-engineered wood.

2/10/2026

Notice of Stairway Closure: 290 N. Thor Apartments

Dear Valued Resident,

Please be advised that the stairways will be temporarily unavailable on Saturday, February 14, from 9:00 a.m. to 1:00 p.m., due to scheduled repair work.

For everyone's safety, access to the stairs will be restricted during this time. We kindly ask that you plan accordingly and avoid using the stairways while repairs are in progress.

We apologize for any inconvenience this may cause and appreciate your patience and cooperation as we complete these necessary improvements.

Sincerely,
New Bridge Management

EXHIBIT: Y

black tape covered to conserve toner

Exhibit Z
200
209
100 102 104 200 202 204
05/09/26

Case Number: _25-0470_____

COMPLAINT FORM

Date: 7/11/2025

Complaint received by: KELLY How received: IN PERSON & EMAIL

Location of Complaint: 290 N THOR ST APN #: 061-024-058-000

Complainant: SHAWN SHERIDAN Address: _____ Phone: _____

Nature of Complaint: STAIRWAY LIGHTING & STAIR DETERIORATING AT BASE:
LIGHT FIXTURE DIRECTED AT THE STAIRS ARE NOT ENGAGING UNTIL THE PERSON IS ALREADY ON GROUND. ALSO BASE OF STAIRS ARE DRYROT AND DETERIORATING

☐ PD ☐ NPO

-Action Taken-

Date: 7-28-25 Complaint referred to: Enriquez D. Inspection Date: _____

Condition noted: _____

Building Permit Required: Yes ☐ No ☒ Building Permit #: _____

☐ NTB Issued _____ ☒ 1st Warning Letter _____

☐ 2nd Warning Letter _____ ☐ Admin Warning Issued _____

☐ Administrative Citation Issued _____

Date Complaint Closed: _____ Reason Closed: _____

290
THOR

ENRIQUE DELGADILLO
BUILDING INSPECTOR

DEVELOPMENT SERVICES DEPARTMENT
BUILDING & SAFETY DIVISION

156 S. BROADWAY, SUITE 130 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5560 EXT. 2232 | FAX 209-668-5107

7-28-2025

Armando & Maria Garcia
27107 State Hwy 33
Newman CA 95360

RE: Complaint at 290 N Thor St
APN # 061-024-058-00

Armondo & Maria,

The Building and Safety Division received a complaint about the above-mentioned address on 7/11/2025. The listed item(s) below are a violation of the TMC 8-1-102(d) Property Maintenance Code.

1. Section **402 Light** of the **PMC, 402.2 Common Halls and Stairways** shall be lighted at all times.
2. **Section 304 Exterior Structure of the PMC, 304.10 Stairways, decks, porches and balconies.** Every exterior stairway shall be maintained structurally sound.

In an effort to correct the above listed violations and to ensure compliance with the Turlock Municipal Code, Building and Fire Codes, and all other State and Federal Regulations, please contact the Building and Safety Division no later than **August 11, 2025.** A building inspector will need to go out and verify all items listed above have been corrected. If contact is not made by **August 11, 2025** further enforcement action will be taken.

****PLEASE NOTE**** The Administrative Citation carries a fine/penalty for each violation. You may be subject to fines of **$100.00** or more for each Municipal Code Violation cited. The fines will increase progressively until the violation is corrected.

Cordially,

Enrique Delgadillo

Building Inspector

ENRIQUE DELGADILLO
BUILDING INSPECTOR

DEVELOPMENT SERVICES DEPARTMENT
BUILDING & SAFETY DIVISION

156 S. BROADWAY, SUITE 130 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5560 EXT. 2232 | FAX 209-668-5107

8-12-2025

Armando & Maria Garcia
27107 State Hwy 33
Newman CA 95360

RE: Complaint at 290 N Thor St
APN # 061-024-058-00

Armondo & Maria,

The Building and Safety Division received a complaint about the above-mentioned address on 7/11/2025. First letter was sent on 7-28-2025 giving the property owners until 8-11-2025 to contact the City of Turlock Building Division, no contact was ever made. This will be the second letter requesting property owners to contact the Building Division. The listed item(s) below are a violation of the TMC 8-1-102(d) Property Maintenance Code.

1. Section **402 Light** of the **PMC, 402.2 Common Halls and Stairways** shall be lighted at all times.
2. **Section 304 Exterior Structure of the PMC, 304.10 Stairways, decks, porches and balconies.** Every exterior stairway shall be maintained structurally sound.

In an effort to correct the above listed violations and to ensure compliance with the Turlock Municipal Code, Building and Fire Codes, and all other State and Federal Regulations, please contact the Building and Safety Division no later than **August 26, 2025.** A building inspector will need to go out and verify all items listed above have been corrected. If contact is not made by **August 26, 2025** further enforcement action will be taken.

****PLEASE NOTE**** The Administrative Citation carries a fine/penalty for each violation. You may be subject to fines of **$100.00** or more for each Municipal Code Violation cited. The fines will increase progressively until the violation is corrected.

Cordially,

Enrique Delgadillo

BUILDING DIVISION PERMIT APPLICATION

156 S BROADWAY STE 130 TURLOCK CA 95380
PHONE: 209-668-5560 FAX: 209-668-5107
CITYOFTURLOCK.ORG

PAID 9/24/25 KY Ck# 2099

PERMIT NO. 25-1123
NWS PERMIT TYPE: B- Res Alt
APPLICATION DATE: 9/24/25
PLAN CHECK DEPOSIT: 520

PLEASE REVIEW AND COMPLY WITH THE FOLLOWING ITEMS PRIOR TO SUBMITTING APPLICATION

This application MUST be filled out COMPLETELY. If a line does not pertain to your project please put N/A.

1. A plan check deposit is required with this application (payable by cash or check).
2. A copy of the Land Use/Entitlement Planning Permit, if applicable, is required with this application.
3. Projects which require more than 3 plan checks will be subject to additional plan check fees.
4. If this building is intended to be licensed by the Department of Health Services (i.e. OSHPD3), you are required to submit concurrently to OSHPD for their review and approval. **We Do Not Certify Clinics**
5. No inspections will be performed prior to issuance of the Building Permit.
6. The following shall NOT be part of this submittal: Civil Drawings, Landscape Plans and/or Commercial Fire Sprinkler Systems. Please contact Engineering, Planning, County Health and/or Fire Departments for their required separate submittals.
7. **Residential Projects:** All **new residential buildings** are required to be submitted ELECTRONICALLY in PDF format on a non-returnable flash drive. Minor projects may be submitted in paper and require 3 sets of plans and 2 sets of all supporting documents (i.e. Structural, Energy, Truss and/or calculations etc.).
   a. Is this project a new single family dwelling? If so, are you interested in deferring the Development Impact Fees? ☐Yes ☒ No If yes, the preliminary title report AND legal notarized document of property owner authorization are due at the time of submittal.
8. **Commercial Projects:** ELECTRONIC PLAN REVIEW ONLY: All projects must be submitted in PDF format on a non-returnable flash drive.
9. This document is public record.

Project Address 290 N. Thor St. Turlock, CA 95380

Description of Work Repairing (2) stairs at apartment building

APN: 061-024-058 **Estimated Improvement Cost $** 10k

OWNER

Name Amarak Investments Phone (209)765-3112

Email agarcia@westsidelandscape.net

CONTRACTOR

Name TBD Phone

License No. License Class E-mail address

City of Turlock Business License No. (If applicable)

SUBCONTRACTORS

Electrical Contractor: License No

Plumbing Contractor: License No

Mechanical Contractor: License No

PLEASE TURN OVER AND COMPLETE THE BACK OF THIS FORM

LICENSED ENGINEERING/ARCHITECTURAL FIRM

Company Name _____ Contact Name: _____ License No._____

Phone _____ FAX _____ Email _____

APPLICANT/PROJECT CONTACT

NAME Osvaldo Reyes

Mailing Address 1148 Palm Ave City Atwater State CA Zip 95301

Phone (209)205-7046 Fax _____ Email ozr.drafting.design@gmail.com

I certify that I have read this application and state the above information is CORRECT. I AGREE TO COMPLY with all City and County ordinances and State laws relating to construction and herby authorize representatives of this city to enter upon the above-mentioned property for inspection purposes.

Date 9/3/25 Signature of Applicant/Agent _____

Property Owner ☐ Contractor ☐ Agent ☒

THIS IS AN INCOMPLETE PLAN CHECK SUBMITTAL DUE TO THE LACK OF THE FOLLOWING ITEMS:

☐	Site Plan	☒	Roof Framing Plan
☒	Structural Calcs	☐	Floor Framing Plan
☒	Truss Calcs	☒	Residential/Fire Sprinklers and Calcs
☐	Other _____		

This plan check process may be delayed due to the lack of information as noted above. By signing at the end of this statement you are acknowledging and agreeing that the plan check package is not complete and are aware that the standard review time lines may NOT be met.

Applicant: _____ Date: 9/3/25

This Permit Application EXPIRES one year from the date of initial application.

For Office Use Only								
Reviewed By:	Route To:	BLDG	IW	BV	4L	PLN	ENG	FIRE

LICENSED ENGINEERING/ARCHITECTURAL FIRM

Company Name _____ Contact Name: _____ License No._____

Phone _____ FAX _____ Email _____

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NAME Osvaldo Reyes

Mailing Address 1148 Palm Ave City Atwater State CA Zip 95301

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For Office Use Only								
Reviewed By:	Route To:	BLDG	IW	BV	4L	PLN	ENG	FIRE

CITY OF TURLOCK INC. 1908

DEPARTMENT OF DEVELOPMENT SERVICES
Building & Safety Division

156 S. BROADWAY, SUITE 130 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5560 | FAX 209-668-5107

OWNER-BUILDER ACKNOWLEDGMENT

Owner-Builders Applying for Construction Permits

IMPORTANT! NOTICE TO PROPERTY OWNER

Dear Property Owner:

An application for a building permit has been submitted in your name listing yourself as the builder of the property improvements specified at 290 Thor Avenue, Turlock. We are providing you with an Owner-Builder Acknowledgment & Information Verification Form to make you aware of your responsibilities & possible risks you may incur by having this permit issued in your name as the Owner-Builder.

We will not issue a building permit until you have read, initialed your understanding of each provision, signed, and returned this form to us at our official address indicated.

An agent of the owner cannot execute this notice unless you obtain the prior approval of the permitting authority.

OWNER'S ACKNOWLEDGMENT & VERIFICATION OF INFORMATION

DIRECTIONS: Read & initial each statement below to *signify you understand or verify this information.*

LC 1. I understand a frequent practice of unlicensed persons is to have the property owner obtain an "Owner-Builder" building permit that erroneously implies that the property owner is providing his or her own labor & material personally. I, as an Owner-Builder, may be held liable & subject to serious financial risk for any injuries sustained by an unlicensed person & his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an Owner-Builder & am aware of the limits of my insurance coverage for injuries to workers on my property.

LC 2. I understand building permits are not required to be signed by property owners unless they are *responsible* for the construction & are not hiring a licensed Contractor to assume this responsibility.

LC 3. I understand as an "Owner-Builder" I am the responsible party of record on the permit. I understand that I may protect myself from potential financial risk by hiring a licensed Contractor & having the permit filed in his or her name instead of my own.

LC 4. I understand Contractors are required by law to be licensed & bonded in California & to list their license numbers on permits & contracts.

LC 5. I understand if I employ or otherwise engage any persons other than California licensed Contractors & the total value of my construction is at least five hundred dollars ($500), including labor & materials, I may be considered an "employer" under state & federal law.

LC 6. I understand if I am considered an "employer" under state & federal law, I must register with the state & federal government, withhold payroll taxes, provide workers' compensation disability insurance & contribute to unemployment compensation for each "employee." I also understand my failure to abide by these laws may subject me to serious financial risk.

LC 7. I understand under California Contractors' State License Law, an Owner-Builder who builds single-family residential structures cannot legally build them with the intent to offer them for sale, unless all work is performed by licensed subcontractors & the number of structures does not exceed four within any calendar year, or all of the work is performed under contract with a licensed general building Contractor.

AG 8. I understand as an Owner-Builder if I sell the property for which this permit is issued, I may be held liable for any financial or personal injuries sustained by any subsequent owner(s) that result from any latent construction defects in the workmanship or materials.

AG 9. I understand I may obtain more information regarding my obligations as an "employer" from the Internal Revenue Service, the United States Small Business Administration, the California Department of Benefit Payments & the California Division of Industrial Accidents. I also understand I may contact the California Contractors' State License Board (CSLB) at 1-800-321-CSLB (2752) or www.cslb.ca.gov for more information about licensed contractors.

AG 10. I am aware of & consent to an Owner-Builder building permit applied for in my name & understand that I am the party legally & financially responsible for proposed construction activity at the above listed address.

AG 11. I agree that, as the party legally & financially responsible for this proposed construction activity, I will abide by all applicable laws & requirements that govern Owner-Builders as well as employers.

AG 12. I agree to notify the City of Turlock Building & Safety Division immediately of any additions, deletions, or changes to any of the information I have provided on this form.

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors' State License Board may be unable to assist you with any financial loss you may sustain as a result of a complaint. Your only remedy against unlicensed Contractors may be in civil court. It is also important for you to understand that if an unlicensed Contractor or employee of that individual or firm is injured while working on your property, you may be held liable for damages. If you obtain a permit as Owner-Builder & wish to hire Contractors, you will be responsible for verifying whether or not those Contractors are properly licensed & the status of their workers' compensation insurance coverage.

Before a building permit can be issued, this form must be completed & signed by the property owner & returned to the City of Turlock Building & Safety Division. A copy of the property owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

Signature of property owner Amanda Gross Date: 12/09/25

Note: *The following is required to be completed by the property owner only when designating an agent of the property owner to apply for a construction permit for the Owner-Builder.*

AUTHORIZATION OF AGENT TO ACT ON PROPERTY OWNER'S BEHALF

Excluding the Notice to Property Owner, the execution of which I understand s my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain an Owner-Builder Permit for my project.

Scope of Construction Project (or Description of Work): _____

Project Location or Address: _____

Name of Authorized Agent: _____ *Tel. No:* _____

Address of Authorized Agent: _____

I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy.

Property Owner's Signature: _____ *Date:* _____

Note: A copy of the owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

AG 8. I understand as an Owner-Builder if I sell the property for which this permit is issued, I may be held liable for any financial or personal injuries sustained by any subsequent owner(s) that result from any latent construction defects in the workmanship or materials.

AG 9. I understand I may obtain more information regarding my obligations as an "employer" from the Internal Revenue Service, the United States Small Business Administration, the California Department of Benefit Payments & the California Division of Industrial Accidents. I also understand I may contact the California Contractors' State License Board (CSLB) at 1-800-321-CSLB (2752) or www.cslb.ca.gov for more information about licensed contractors.

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Scope of Construction Project (or Description of Work): _____

Project Location or Address: _____

Name of Authorized Agent: _____ *Tel. No:* _____

Address of Authorized Agent: _____

I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy.

Property Owner's Signature: _____ *Date:* _____

Note: A copy of the owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

BP# 25-1123
11/24/2025

APARTMENT STAIR REPAIR

290 N. THOR ST., TURLOCK, CA 95380

PREPARED FOR

ARMANDO GARCIA

APPROVED PLANS MUST BE ON JOB SITE AT ALL TIMES.

PROPERTY BOUNDRIES MUST BE CLEARLY MARKED. SURVEY IF NECESSARY.

CITY OF TURLOCK
REVIEWED FOR
CODE COMPLIANCE

APPROVED
CITY OF TURLOCK BUILDING DIVISION

All construction shall be in accordance with approved plans and specifications and shall not be changed, modified or altered without approval from the Building Official. The issuance or granting of a permit or approval of plans and specifications shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the City of Turlock Building Code adopted by the City Council or of any other ordinance of the jurisdiction. No permit presuming to give authority to violate or cancel the provisions of this code shall be valid. The issuance of a permit based upon plans, specifications and other data shall not prevent the Building Official from thereafter requiring the correction of errors in said plans, specifications and other data or from preventing building operations being carried on thereunder when in violation of this code or of any other ordinance of this jurisdiction.

11/26/2025

PROJECT TEAM

DESIGNER/DRAFTER:
OSVALDO REYES
OZR DRAFTING + DESIGN
1148 PALM AVE
ATWATER,
95301

(209)205-7046
OZR.DRAFTING.DESIGN@GMAIL.COM

CLIENT/OWNER:
AMARAK INVESTMENTS
(209)765-3112
290 N. THOR ST.
TURLOCK, CA
95380

CONTRACTOR:
TBD

BUILDING CODE ANALYSIS

CONSTRUCTION TO COMPLY 2022 CRC, CBC, CMC, CPC, CEC, CGBC ALONG WITH 2022 T-24 AND/OR CITY OF TURLOCK MUNICIPAL CODE.

1

BUILDING INFORMATION

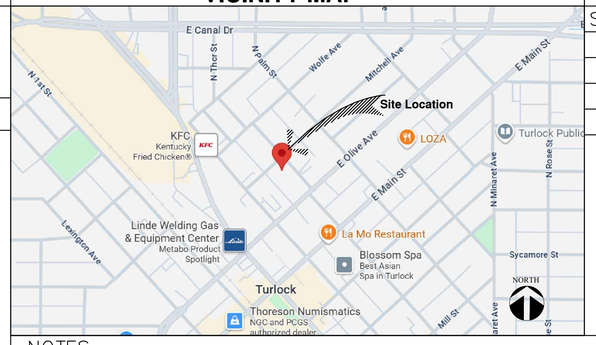
APN: 061-024-058

OCCUPANCY: R-2
CONSTRUCTION TYPE:V-B

1

SCOPE OF WORK:
DEMO AND REBUILD TWO EXISTING SETS OF STAIRS TO BRING INTO COMPLIANCE

VICINITY MAP



Sheet List Table

Sheet Number	Sheet Title
CV	Cover Sheet
SP1	SITE PLAN/DETAILS
A1	STAIR LAYOUT/ELEVATIONS

NOTES

APPROVED
CITY OF TURLOCK
BUILDING & SAFETY

General Notes

LICENSED ARCHITECT
THOMAS ANDERSON REYES
C-40850
12/31/2025
RENEWAL DATE
STATE OF CALIFORNIA

SIGNED: 11.24.2025

No.	Revision/Issue	Date
1	BLDG. DEPT. COMMENTS	11/19/25

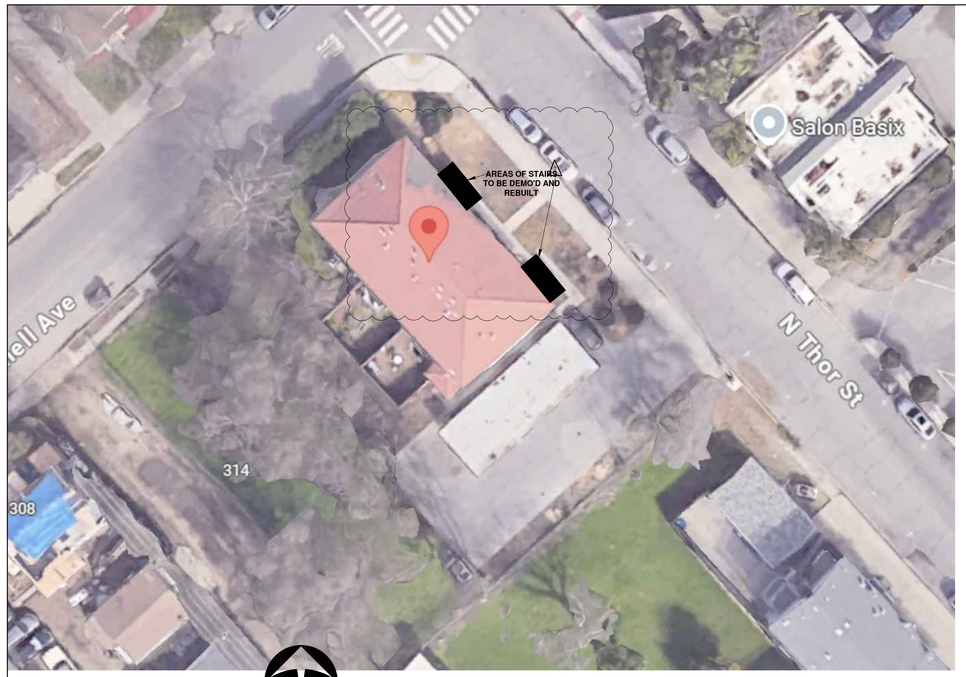
OZR
Drafting + Design
ozr.drafting.design@gmail.com
www.ozrdraftingdesign.com
(209)205-7046

Project Name and Address
APARTMENT STAIR REPAIR
290 N THOR ST.
TURLOCK, CA
95380

Project	Sheet
25-008	CV
Date: 9/3/25	
Scale: NTS	

BP# 25-1123

290 N Thor St



1 Site Plan
Scale: NTS

NORTH

WOOD SPECIES & FASTENER NOTES - EXTERIOR WOOD STAIRS

ALL EXTERIOR STAIR FRAMING, STRINGERS, POSTS, HANDRAILS, TREADS, RISERS, AND BLOCKING SHALL BE PRESSURE-TREATED DOUGLAS FIR-LARCH OR APPROVED NATURALLY DECAY-RESISTANT WOOD, NO. 2 GRADE OR BETTER.

ALL FASTENERS, BOLTS, SCREWS, HANGERS, STRAPS, AND CONNECTORS IN CONTACT WITH PRESSURE-TREATED LUMBER SHALL BE HOT-DIP GALVANIZED, STAINLESS STEEL, OR APPROVED CORROSION-RESISTANT TYPE.

PROVIDE CORROSION-RESISTANT JOIST HANGERS AND CONNECTORS (ZMAX OR EQUIVALENT) . ALL BOLTED CONNECTIONS SHALL USE GALVANIZED WASHERS.

FIELD-CUT ENDS OF PRESSURE-TREATED LUMBER SHALL RECEIVE TWO COATS OF WOOD PRESERVATIVE PRIOR TO INSTALLATION.

ALL EXTERIOR CONNECTIONS SHALL BE INSTALLED PER MANUFACTURER、S REQUIREMENTS AND TIGHTENED PRIOR TO FINAL INSPECTION.

WOOD TREATMENT:

"ALL WOOD COMPONENTS SHALL BE PRESSURE-TREATED PER AWPA STANDARDS OR NATURALLY DECAY-RESISTANT SPECIES (REDWOOD, CEDAR) . ALL FASTENERS AND METAL CONNECTORS SHALL BE HOT-DIP GALVANIZED OR STAINLESS STEEL PER CBC 2304.12.。

GUARD RAIL SYSTEM REQUIREMENTS:
"GUARDS: ALL GUARD OPENINGS SHALL NOT PERMIT PASSAGE OF 4。 DIAMETER SPHERE PER CBC §1015.3, EXCEPT AT TRIANGULAR OPENING FORMED BY TREAD NOSING, RISER, AND BOTTOM RAIL WHERE 6" SPHERE MAXIMUM IS PERMITTED PER CBC 1015.3, EXCEPTION 2."

GENERAL NOTES

A. CLEAR FINISH HEADROOM SHALL NOT BE LESS THAN 6 FT. 8 IN. MEAUSURED VERTICALLY FROM THE STAIR NOSING

B. GRIPPABLE RAIL REQ'D IF 4 OR MORE RISERS

C. GRIPS MUST BE 1-1/4 IN. – 1-1/2" IN. CIRCULAR CROSS SECTION NOTE: HANDRAIL SHALL NOT EXCEED 1-1/2" IN. DIA.

D. MAX PROJECTION INTO STAIRWAY IS 4-1/2 IN.

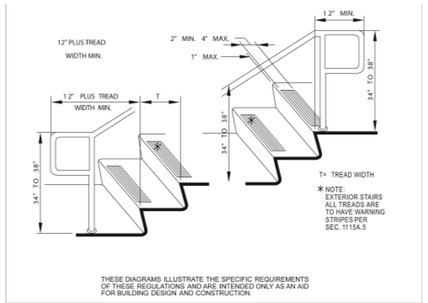
E. HANDRAIL ENDS SHALL BE RETURN TO WALL OR NEWLY POST OR VOLTE

F. HANDRAILS SHALL BE STRONG ENOUGH TO RESIST 200 POUND POINT LOAD IN ANY DIRECTION

G. HANDRAILS ON OPEN SIDE OF STAIR MUST NOT ALLOW 4 IN. SPHERE TO PASS THROUGH

H. UPPER LANDING AND ALL TREADS SHALL BE MARKED BY A STRIP OF CLEARLY CONTRASTING COLOR AT LEAST 2" WIDE PARALLEL TO AND NOT MORE THATN 1" FROM THE NOSING OF THE TREAD OR LANDING. THE STRIP SHALL BE THE FULL WIDTH OF THE TREADS AND LANDING AND OF A MATERIAL THAT IS AT LEAST AS SLIP RESISTANT AS THE TREADS CBC 1115A.5

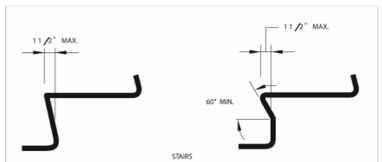
I. TOLERANCES BETWEEN THE LARGEST AND SMALLEST TREAD AND RISER DIMENSIONS SHALL NOT EXCEED .375" (3/8") IN ANY FLIGHT OF STAIRS. CBC 1009.4.4



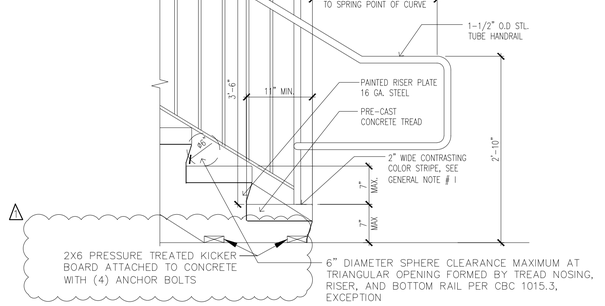
2 Stair Detail
Scale: NTS

HANDRAILS:

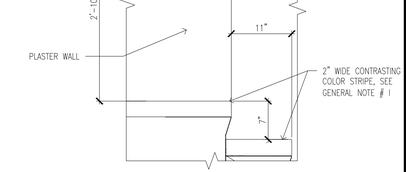
- Grip = 1 1/4" - 1 1/2" or equivalent shape
- Risers = open risers are not permitted
- Height = 34" - 38"
- Extension at top = 12" past top nosing
- Extension at bottom = 12" + tread width
- Mounting = 1 1/2" space from wall



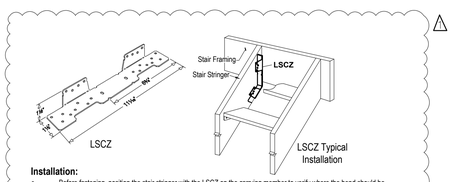
3 Stair Nosing Projection DTL
Scale: NTS



4 Landing Detail
Scale: NTS



5 Top Landing Detail
Scale: NTS



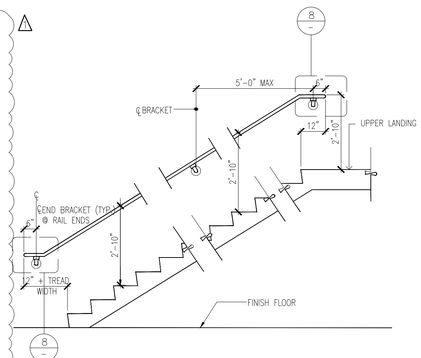
Installation:

- Before fastening, position the stair stringer with the LSCZ on the carrying member to verify where the bend should be located.
- Tabs on the LSCZ must be positioned to the inside of the stairs.
- The fastener that is installed into the bottom edge of the stringer must go into the second-to-last hole.
- A minimum distance of ½" measured from the lowest rim-joist fastener to the edge of rim joist is required.

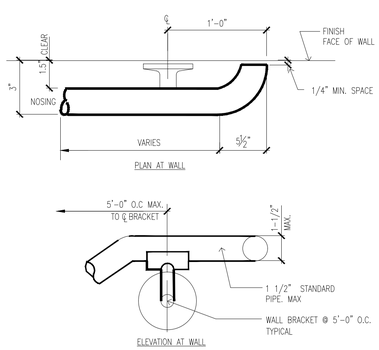
Model No.	Fasteners					
	Nails			SD Screws		
	BEAM/POST RIM/JOIST	Stringer Wide Face	Stringer Narrow Face	BEAM/POST RIM/JOIST	Stringer Wide Face	Stringer Narrow Face
LSCZ	8-10dx1½	8-10dx1½	1-10dx1½	8-SD #9x1½	8-SD #9x1½	1-SD #9x1½

1. Indicates connector is available in stainless steel. Replace Z in model number with SS when ordering. Stainless steel models must be fastened with nails.
2. Refer to current *Wood Construction Connectors* catalog for additional information.

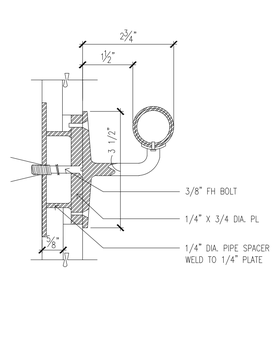
6 Stringer Attachment DTL
Scale: NTS



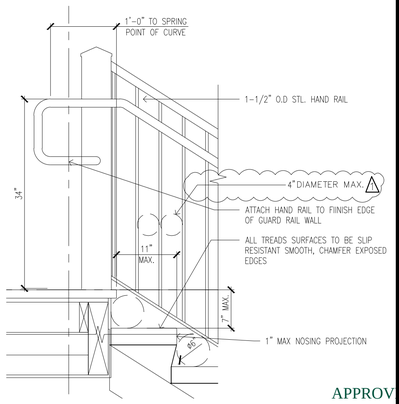
7 Handrail Detail
Scale: NTS



8 Handrail Detail
Scale: NTS



9 Handrail Detail
Scale: NTS



10 Landing Detail
Scale: NTS

APPROVED

CITY OF TURLOCK INC. 1908

BUILDING & SAFETY

General Notes

LICENSED ARCHITECT THOMAS ANDREW OZR C-40950 12/31/2025 RENEWAL DATE STATE OF CALIFORNIA

SIGNED: 11.24.2025

No.	Revision/Issue	Date
1	BLDG. DEPT. COMMENTS	11/19/25

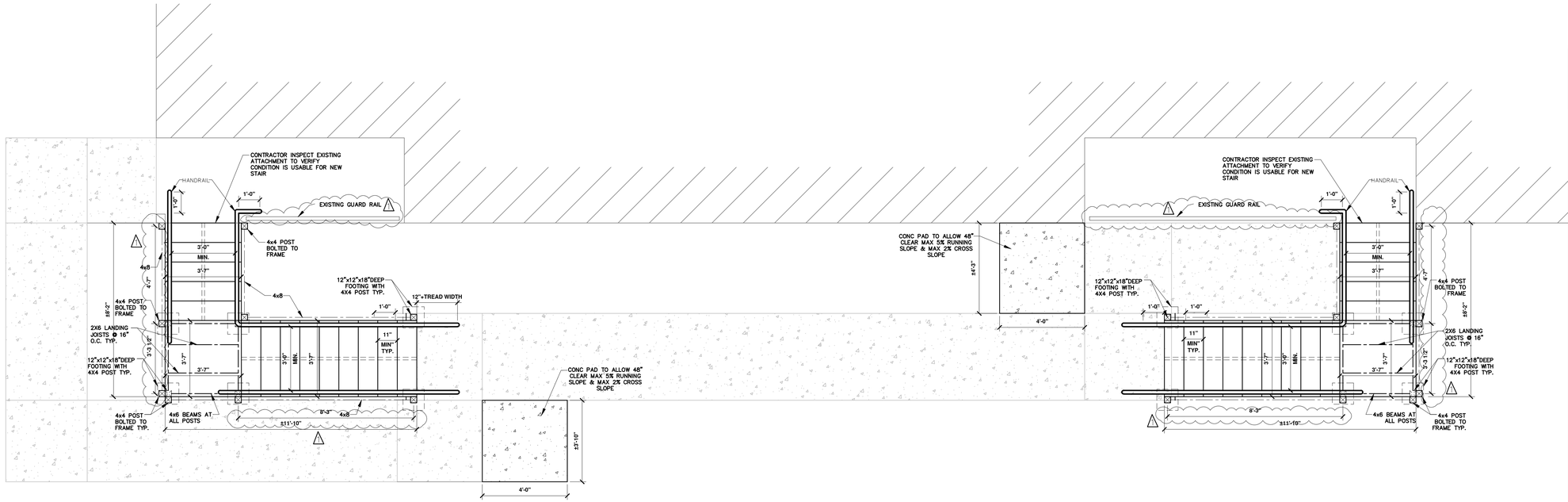
OZR
Drafting + Design
ozr.drafting.design@gmail.com
www.ozrdraftingdesign.com
(209)205-7046

Project Name and Address

APARTMENT STAIR REPAIR

290 N THOR ST.
TURLOCK, CA
95380

Project	25-008
Date	3/9/25
Scale	NTS
Sheet	SP1

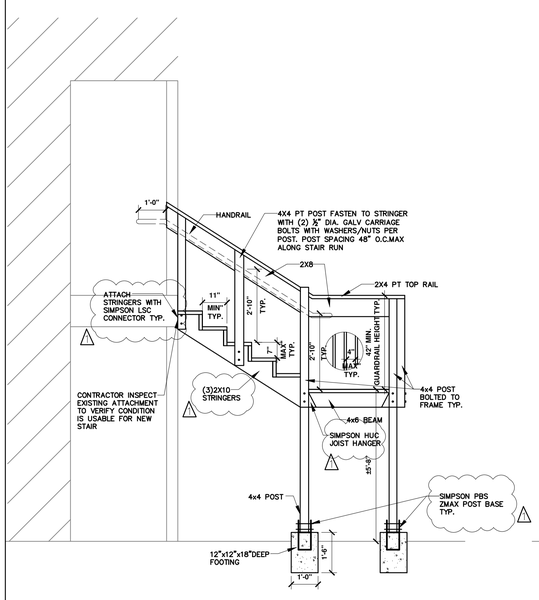


1 Proposed East Stair Layout

Scale: 3/8"=1'-0"

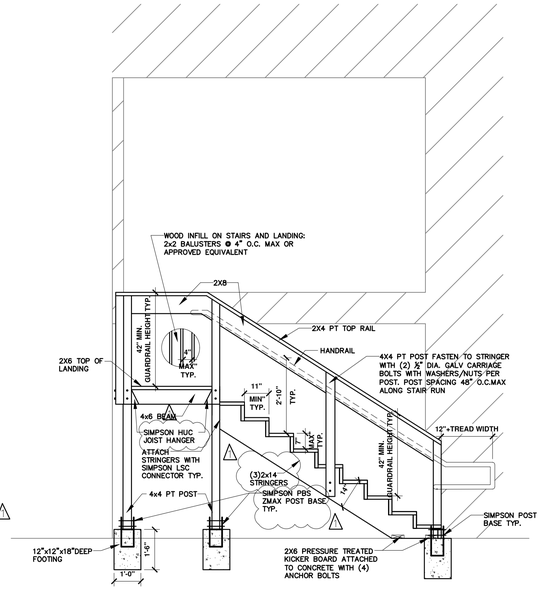
2 Proposed West Stair Layout

Scale: 3/8"=1'-0"



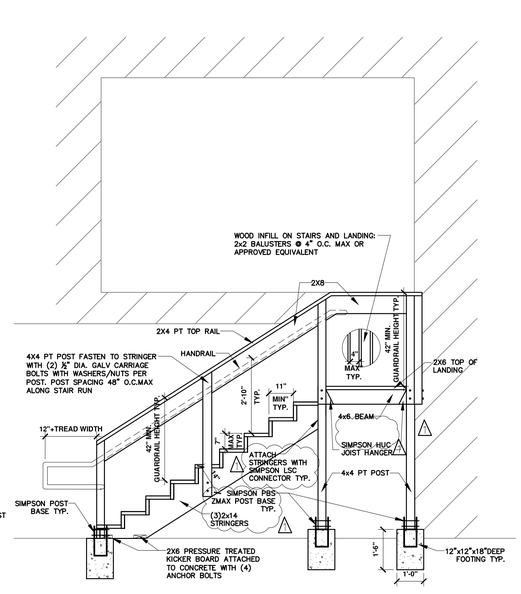
3 East Stair SE Elev.

Scale: 3/8"=1'-0"



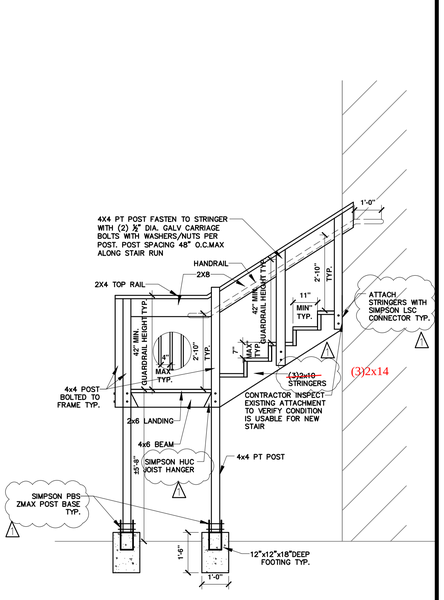
4 East Stair NE Elev.

Scale: 3/8"=1'-0"



5 West Stair NE Elev.

Scale: 3/8"=1'-0"



6 East Stair NW Elev.

Scale: 3/8"=1'-0"

APPROVED
CITY OF TURLOCK INC. 1908
BUILDING & SAFETY

General Notes

LICENSED ARCHITECT THOMAS ANDERSON FAIA STATE OF CALIFORNIA
C-40850
RENEWAL DATE 12/31/2025

SIGNED: 11.24.2025

No.	Revision/Issue	Date
△	BLDG. DEPT. COMMENTS	11/19/25

OZR
Drafting + Design
ozr.drafting.design@gmail.com
www.ozrdraftingdesign.com
(209)205-7046

Project Name and Address
APARTMENT STAIR REPAIR
290 N THOR ST.
TURLOCK, CA
95380

Project	Sheet
25-008	A1
Date: 9/3/25	
Scale: NTS	

Application Date	Issue Date	Building Permit No
9/5/2025	12/9/25	2025-00001123

City of Turlock – Building Permit

156 S Broadway, Suite 130 Turlock, CA 95380 | Phone (209)668-5560 | building@turlock.ca.us | Inspection Line (209)668-5542, ext 2223

Project Information:
Work Address: 290 N THOR ST TURLOCK, CA 95380
Project Description: REPAIR/REPLACE 2 STAIRS FOR APARTMENT BUILDING
NWS Permit Type: RESIDENTIAL ALTERATION

Parcel Details:

APN: 061-024-058-000
Zoning: OR
Subdivision:
Lot Number:

Permit Details:

USDC: 434
Permit Type: REPAIR
Construction Type: VB
Total Valuation: $10000.00
OCC Group: 0
No. of Building:
No. of Units:
No. of Rooms:
Main Bldg Sq Ft:
Garage Sq Ft:
Misc Bldg Sq Ft:
Porch & Patio Sq Ft:
Sewer Fixture Units:

Owner Information:

Owners Name: ARMANDO & MARIA GARCIA
Owners Address: 27107 STATE HWY 33 NEWMAN CA 95360
Owners Phone No:

Contractor Information:

Contractor Name: OWNER/BUILDER
State License No:
Phone No:
E-mail Address: AGARCIA@WESTSIDELANDSCAPE.NET

Subcontractor Information:

Subcontractor Name:
State License No:
Subcontractor Name:
State License No:
Subcontractor Name:
State License No:

Design Professional Information:

Design Professional: NICHOLAS ANDERS BRITT
License No: C-40050
Phone Number:
E-Mail Address:

Comments

PER COMPLAINT

Processed By:K SCULLY Plan Check By:SBABISHO

This permit will expire 1 (one) year from the date of permit issuance or 180 days from the last approved inspection.

Work Address: 290 N THOR ST TURLOCK, CA 95380 Building Permit No: 2025-00001123

OWNER BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractors' State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors' State License Law (Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars ($500).):

☐ I, as owner of the property, or my employees with wages as their sole compensation, will do ☐ all of or ☐ portions of the work, and the structure is not intended or offered for sale (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.).

☐ I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project (Section 7044, Business and Professions Code: The Contractors' State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a licensed Contractor pursuant to the Contractors' State License Law.).☐ I am exempt from licensure under the Contractors' State License Law for the following reason:_____INITIAL X

LICENSED CONTRACTOR DECLARATION

I hereby under penalty of perjury that I am licensed under the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

License Class _____ License no._____ INITIAL_____

WORKERS' COMPENSATION DECLARATION

WARNING: Failure to secure Workers' Compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to one hundred thousand dollars ($100,000), in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest and attorney's fees.

I hereby affirm under penalty of perjury one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued

☐ I have and will maintain Workers' Compensation insurance, as required by section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier_____Policy No. _____

EXEMPT(This section need not be completed if the permit is for one hundred dollars ($100) or Less).

☐ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California, and agree that if I should become subject to the Workers' Compensation provisions of section 3700 of the Labor Code, I shall forthwith comply with those provisions

INITIAL X

ISSUANCE INFORMATION

By selecting the correct box below, I affirm under penalty of perjury under the laws of the State of California that I am the individual identified herein and the legal permit holder of record.

☒ OWNER ☐ CONTRACTOR ☐ AUTHORIZED AGENT

Signature of permit holder X _____ Date 12/09/25

Charge Detail

Charge Description	Charge	Paid	Balance
A Plan Check Deposit	$500.00	$500.00	$0.00
A Plan Check Deposit Transfer	$-500.00	$-500.00	$0.00
BSASRF State Surcharge	$1.00	$0.00	$1.00
Construction Fee	$859.00	$0.00	$859.00
ENGINEERING FBHR FEE	$122.25	$0.00	$122.25
Fire Review	$100.00	$0.00	$100.00
Permit Handling	$286.00	$0.00	$286.00
Plan Check	$573.00	$500.00	$73.00
Planning Review	$25.58	$0.00	$25.58
Record Management	$171.00	$0.00	$171.00
SMIP Residential	$1.30	$0.00	$1.30
TOTALS:	$2,139.13	$500.00	$1,639.13

Date Paid:	Amount Paid:	Payment Type:	Received By:
12/9/25	1639.13	CK#7743	IJ

CITY OF TURLOCK INC. 1908

DEPARTMENT OF DEVELOPMENT SERVICES
Building & Safety Division

156 S. BROADWAY, SUITE 130 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5560 | FAX 209-668-5107

OWNER-BUILDER ACKNOWLEDGMENT

Owner-Builders Applying for Construction Permits

IMPORTANT! NOTICE TO PROPERTY OWNER

Dear Property Owner:

An application for a building permit has been submitted in your name listing yourself as the builder of the property improvements specified at 290 Thor Avenue, Turlock. . We are providing you with an Owner-Builder Acknowledgment & Information Verification Form to make you aware of your responsibilities & possible risks you may incur by having this permit issued in your name as the Owner-Builder.

We will not issue a building permit until you have read, initialed your understanding of each provision, signed, and returned this form to us at our official address indicated.

An agent of the owner cannot execute this notice unless you obtain the prior approval of the permitting authority.

OWNER'S ACKNOWLEDGMENT & VERIFICATION OF INFORMATION

DIRECTIONS: Read & initial each statement below to signify you understand or verify this information.

LG 1. I understand a frequent practice of unlicensed persons is to have the property owner obtain an "Owner-Builder" building permit that erroneously implies that the property owner is providing his or her own labor & material personally. I, as an Owner-Builder, may be held liable & subject to serious financial risk for any injuries sustained by an unlicensed person & his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an Owner-Builder & am aware of the limits of my insurance coverage for injuries to workers on my property.

LG 2. I understand building permits are not required to be signed by property owners unless they are *responsible* for the construction & are not hiring a licensed Contractor to assume this responsibility.

LG 3. I understand as an "Owner-Builder" I am the responsible party of record on the permit. I understand that I may protect myself from potential financial risk by hiring a licensed Contractor & having the permit filed in his or her name instead of my own.

LG 4. I understand Contractors are required by law to be licensed & bonded in California & to list their license numbers on permits & contracts.

LG 5. I understand if I employ or otherwise engage any persons other than California licensed Contractors & the total value of my construction is at least five hundred dollars ($500), including labor & materials, I may be considered an "employer" under state & federal law.

LG 6. I understand if I am considered an "employer" under state & federal law, I must register with the state & federal government, withhold payroll taxes, provide workers' compensation disability insurance & contribute to unemployment compensation for each "employee." I also understand my failure to abide by these laws may subject me to serious financial risk.

LG 7. I understand under California Contractors' State License Law, an Owner-Builder who builds single-family residential structures cannot legally build them with the intent to offer them for sale, unless all work is performed by licensed subcontractors & the number of structures does not exceed four within any calendar year, or all of the work is performed under contract with a licensed general building Contractor.

AG 8. I understand as an Owner-Builder if I sell the property for which this permit is issued, I may be held liable for any financial or personal injuries sustained by any subsequent owner(s) that result from any latent construction defects in the workmanship or materials.

AG 9. I understand I may obtain more information regarding my obligations as an "employer" from the Internal Revenue Service, the United States Small Business Administration, the California Department of Benefit Payments & the California Division of Industrial Accidents. I also understand I may contact the California Contractors' State License Board (CSLB) at 1-800-321-CSLB (2752) or www.cslb.ca.gov for more information about licensed contractors.

AG 10. I am aware of & consent to an Owner-Builder building permit applied for in my name & understand that I am the party legally & financially responsible for proposed construction activity at the above listed address.

AG 11. I agree that, as the party legally & financially responsible for this proposed construction activity, I will abide by all applicable laws & requirements that govern Owner-Builders as well as employers.

AG 12. I agree to notify the City of Turlock Building & Safety Division immediately of any additions, deletions, or changes to any of the information I have provided on this form.

Licensed contractors are regulated by laws designed to protect the public. If you contract with someone who does not have a license, the Contractors' State License Board may be unable to assist you with any financial loss you may sustain as a result of a complaint. Your only remedy against unlicensed Contractors may be in civil court. It is also important for you to understand that if an unlicensed Contractor or employee of that individual or firm is injured while working on your property, you may be held liable for damages. If you obtain a permit as Owner-Builder & wish to hire Contractors, you will be responsible for verifying whether or not those Contractors are properly licensed & the status of their workers' compensation insurance coverage.

Before a building permit can be issued, this form must be completed & signed by the property owner & returned to the City of Turlock Building & Safety Division. A copy of the property owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

Signature of property owner Amanda Ryan Date: 12/09/25

Note: *The following is required to be completed by the property owner only when designating an agent of the property owner to apply for a construction permit for the Owner-Builder.*

AUTHORIZATION OF AGENT TO ACT ON PROPERTY OWNER'S BEHALF

Excluding the Notice to Property Owner, the execution of which I understand s my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain an Owner-Builder Permit for my project.

Scope of Construction Project (or Description of Work): _____

Project Location or Address: _____

Name of Authorized Agent: _____ *Tel. No:* _____

Address of Authorized Agent: _____

I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy.

Property Owner's Signature: _____ *Date:* _____

Note: A copy of the owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

DEPARTMENT OF DEVELOPMENT SERVICES - Building & Safety Division
156 S. BROADWAY, SUITE 130 | TURLOCK, CALIFORNIA 95380
PHONE 209-668-5560 | EMAIL BUILDING@TURLOCK.CA.US | WEBSITE CITYOFTURLOCK.ORG

Owner-Builder Acknowledgement

Disclosures and Forms for Owner-Builders Applying for Construction Permits

In an effort to protect the citizens of California from unlicensed Contractors taking advantage of property owners; beginning January 1, 2009 California Assembly Bill 2335 amended the California Health and Safety Code, Section 19825, regarding disclosures and verifications required for all applicants seeking Owner-Builder construction permits. These new application requirements provide an enhanced level of consumer awareness and protection for property owners accepting the risks associated with Owner-Builder construction permits and will help in slowing the unsafe and illegal construction taking place in California. Because of these amendments, the City of Turlock is required by Sate Law to include in your application documents the necessary forms and disclosures as attached. Before a permit can be issued you are required to complete and sign these documents pursuant to the California Health and Safety Code requirements.

Important! Notice to Property Owner

Dear Property Owner:
An application for a building permit has been submitted in your name listing yourself as the builder of the property improvements specified at 290 N. Thor, Turlock CA. 95380. We are providing you with an Owner-Builder Acknowledgment & Information Verification Form to make you aware of your responsibilities & possible risks you may incur by having this permit issued in your name as the Owner-Builder.

We will not issue a building permit until you have read, initialed your understanding of each provision, signed, and returned this form to The City of Turlock Building & Safety Division.

An agent of the owner cannot execute this notice unless you obtain the prior approval of the permitting authority.

Owner's Acknowledgment & Verification of Information

Directions: Read & initial each statement below to signify you understand or verify this information.

AG. 1. I understand a frequent practice of unlicensed persons is to have the property owner obtain an "Owner-Builder" building permit that erroneously implies that the property owner is providing his or her own labor & material personally. I, as an Owner-Builder, may be held liable & subject to serious financial risk for any injuries sustained by an unlicensed person & his or her employees while working on my property. My homeowner's insurance may not provide coverage for those injuries. I am willfully acting as an Owner-Builder and am aware of the limits of my insurance coverage for injuries to workers on my property.

AG. 2. I understand building permits are not required to be signed by property owners unless they are responsible for the construction and are not hiring a licensed Contractor to assume this responsibility.

AG. 3. I understand as an "Owner-Builder" I am the responsible party of record on the permit. I understand that I may protect myself from potential financial risk by hiring a licensed Contractor and having the permit filled in his or her name instead of my own.

AG. 4. I understand Contractors are required by law to be licensed and bonded in California and to list their license numbers on permits and contracts.

AG 5. I understand if I employ or otherwise engage any persons other that California licensed Contractors and the total value of my construction is at least five hundred dollars ($500), including labor and materials, I may be considered an "employer" under state and federal law.

AG 6. I understand if I am considered an "employer" under state and federal law, I must register with the state and federal government, withhold payroll taxes, provide workers' compensation disability insurance and contribute to unemployment compensation for each "employee." I also understand my failure to abide by these laws may subject me to serious financial risk.

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Before a building permit can be issued, this form must be completed and signed by the property owner and returned to the City of Turlock Building and Safety Division. A copy of the property owner's driver's license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.

Property Owner's Name (print) Armando Garcia

Signature of Property Owner Armando Garcia Date: 8/17/16

The following is required to be completed by the property owner only when designating an agent of the property owner to apply for a construction permit for the Owner-Builder.

Authorization of Agent to Act on Property Owner's Behalf

Excluding the Notice to Property Owner, the execution of which I understand is my personal responsibility, I hereby authorize the following person(s) to act as my agent(s) to apply for, sign, and file the documents necessary to obtain an Owner-Builder Permit for my project.

Scope of Construction Project (or Description of Work): Stairs are being repaired.

Project Address: 296 Thor Avenue, Turlock

Name of Authorized Agent: Armando Garcia

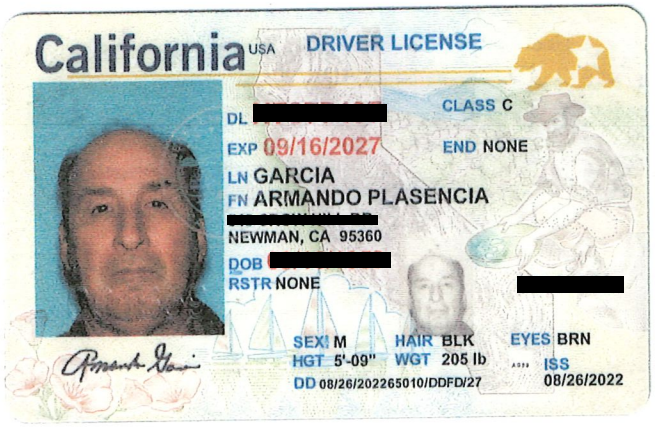
Phone Number: 209.765.3112. Email Address: agarcia@westsidelandscape.net.

I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy.

Property Owner's Name (print) ARMANDO GARCIA

Property Owner's Signature: Armando Garcia P. Date: 2/10/26.

Note: A copy of the owner's drivers license, form notarization, or other verification acceptable to the agency is required to be presented when the permit is issued to verify the property owner's signature.


California USA
DRIVER LICENSE
DL [redacted]
CLASS C
EXP 09/16/2027
END NONE
LN GARCIA
FN ARMANDO PLASENCIA
[redacted]
NEWMAN, CA 95360
DOB [redacted]
RSTR NONE
[redacted]
SEX M
HAIR BLK
EYES BRN
HGT 5'-09"
WGT 205 lb
ISS 08/26/2022
DD 08/26/202265010/DDFD/27

CALIFORNIA
DRIVER LICENSE
USA
CA
4d DLN [redacted]
4b EXP 11/18/2027
3 DOB [redacted]
1 GARCIA
2 ARMANDO ESTRADA JR
8 [redacted]
NEWMAN, CA 95360
9 CLASS C
9a END NONE
12 REST CORR LENS
4a ISS 01/20/2026
5 DD 01/20/20265719/48FD/30
15 SEX M
18 EYES BRN
16 HGT 5'-10"
19 HAIR BRN
17 WGT 195 lb

Armando Garcia
27107 State Highway 33
Newman, CA 95360

17, February 2026

To Whom it may concern,

This letter is to inform you that I, Armando Garcia Jr. filled out the original owner builder format in good faith as acting representative for Garcia 2017 Living Trust. The apartments on 290 North Thor Avenue, Turlock are owned by such trust.

I am the eldest son of Armando and Maria Garcia owners of the Garcia 2017 Living Trust. I am a general contractor with a current valid CA state B-general building license #825160. My parents have asked me to complete this task on their property and I have their full authorization to continue such work.

If I may be of any additional help, please call my cell at 209.765.3112.

Sincerely,

Armando Garcia,

Adrienne Werner

From: Donna Andrino
Sent: Friday, February 13, 2026 11:08 AM
To: Shawn Sheridan
Cc: Adrienne Werner
Subject: Building Permit

Good morning Mr. Sheridan,

This email shall serve as my promised response to you regarding the building permit for the stairs at 290 N. Thor Street.

The City Attorney has reviewed the files provided to him and has made the determination there is nothing to warrant stopping work from being done at this time. Given the life-safety issue, time is of the essence to complete the project.

Please be advised, the file has been returned to the department for further work.

Best regards,

Donna E. Andrino
Executive Legal Assistant/Paralegal

Office of the City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380
Telephone: (209) 668-5540 ext. 1103
dandrino@turlock.ca.us

JOB SITE ADDRESS:	OWNER:	PERMIT NO:
290 N THOR ST	ARMANDO & MARIA GARCIA	2025-00001123

BUILDING:
FO - FORMS/FOUNDATION LA - LATH
FR - FRAME RER - REROOF
HD - HOLDOWNS BB - BOND BEAM
IN - INSULATION FA - FINAL

PLUMBING:
ROP - ROUGH W - WATER
TOP - TOP OUT S - SEWER
GTP - GAS TEST

SWIMMING POOLS:
SBS - STEEL/BOND
PDS - PRE DECK
PPS - PRE PLASTER
HTR - HEATER
G - GAS

ELECTRICAL:
TPP - TEMP POWER POLE
SER - SERVICE
CHE - CHANGE

FIRE SPRINKLERS :
SP - SPRINKLERS

DESCRIPTION OF WORK

REPAIR/REPLACE 2 STAIRS FOR APARTMENT BUILDING
PER COMPLAINT

INSPECTORS NOTES

x2 stairs

INSPECTION TYPE	DATE	INSPECTOR
WOOD FLOOR:		
ADDRESS - TOILET		
FOUNDATION - FORMS - SETBACK		
UNDER FLOOR FRAMING		
PLUMBING – HEATING		
FLOOR INSULATION		
SLAB FLOOR:		
UNDER SLAB PLUMBING - TOILET		
FOOTING - FORMS - SETBACK	1.28.26	ED
UFER GROUND - GROUND ROD		
FRAME:		
ROOF NAIL/PRE-ROOF		
SHEAR		
HOLDOWNS		
ROUGH ELECTRICAL		
ROUGH PLUMBING		
ROUGH HEATING/VENTILATING		
FRAME OK - PLACE INSULATION		
INSULATION OK - PLACE WALLBOARD		
WALLBOARD OK - PLACE TAPE		
EXTERIOR LATH OK - PLACE STUCCO		
SHOWER PAN		
FIRE SPRINKLERS:		
SUSPENDED CEILING:		
OTHER:		
TEMP POWER (POLE)		
SEWER		
WATER		
GAS TEST		
SWIMMING POOL - STEEL/BONDING		
PRE DECK		
FENCE - PRE PLASTER		
ELECTRIC TAG: PERM TEMP		
GAS TAG: PERM TEMP		
FINAL INSPECTION:		

CITY OF TURLOCK INC. 1908

Development Services Department
Building and Safety Division

NOTICE to CONTRACTOR / BUILDER

Address 290 N Thor Ct

BP# 25-1123

Date 2-10-26

Owner _____

Time _____

This work has been inspected and the following items do not meet City Code requirements. Corrections must be completed, re-inspected, and approved prior to proceeding with work.

Call 668-5542 ext. 2223 to schedule an inspection.
PLEASE NOTE: Inspection requests must be made by 4pm on the business day prior to inspection.

Final

1) provides additional 4x4 Post every 48" O.C. per plan
2) Guard rail height to be min of 42" per plan.
3) Max riser height of 7" and can't be more than 3/8 variance between risers. (Lowest & highest)
4) provides hand rails
5) missing LSC connectors @ stringers
6) Engineer to address connection from new to old.

_____ Inspector

Form 107

Enrique Delgadillo

From: Enrique Delgadillo
Sent: Tuesday, February 10, 2026 12:16 PM
To: 'agarcia@westsidelandscape.net'
Subject: REF: CORRECTION NOTICE FOR STAIRS AT 290 N THOR

Hello Armando,

Here is an updated correction notice some items were not noted on the copy I provided you out in the field.

1. Provide additional **4x4 post**, to be every **48" O.C. per plans**
2. Guard Rail height to be **42" min.**
3. **Max Riser Height of 7"** as noted in **General Notes on page SP1 Note I**. Tolerance between the largest and smallest tread and riser **not exceed .375" (3/8") in any flight of stairs. CBC 1009.4.4**
4. Provide hand Rails.
5. Missing **LSCZ connectors** at stringers, detailed on **page SP1 detail 6**.
6. Provide additional info on attachment of ledger to existing building.
7. As noted on **page SP1 General Notes (H) and detail 2**, Upper landing and all treads shall be marked by a strip of clearly contrasting color at least 2" wide parallel to and not more than 1" from the nosing of the tread or landing. The strip shall be the full width of the treads and landing and of material that is at least as slip resistant as the treads CBC 1115A.5

If you have any questions in regards to this correction notice please feel free to contact me.

Thank you,

Enrique Delgadillo
City of Turlock – Building Division
156 S Broadway Ste 130 Turlock CA 95380
P 209.668.5560 Ext: 2207
F 209.668.5107
Edelgadillo@turlock.ca.us

The Building & Safety Division is currently open by appointment only Monday – Friday from 8AM-5PM, excluding holidays. Customer service will continue to be available by phone or email during normal business hours (Monday – Friday from 8AM-5PM).

For more information or to schedule an appointment please call the Building Division at (209) 668-5560, email us at building@turlock.ca.us

NOTICE: Adoption of 2025 California Building Codes
Effective January 1, 2026, the 2025 California Building Codes
will go into effect and apply to all new permit applications submitted to the City of Turlock Building & Safety Division.

To be reviewed under the 2022 California Building Codes, the following must be completed:

- A complete project submittal uploaded to the City's cloud link (Click Here To Submit Documents)

Note: Incomplete submittals will not be accepted

JOB SITE ADDRESS:	OWNER:	PERMIT NO:
290 N THOR ST	ARMANDO & MARIA GARCIA	2025-00001123

BUILDING:
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G - GAS

ELECTRICAL:
TPP - TEMP POWER POLE
SER - SERVICE
CHE - CHANGE

FIRE SPRINKLERS :
SP - SPRINKLERS

DESCRIPTION OF WORK

REPAIR/REPLACE 2 STAIRS FOR APARTMENT BUILDING
PER COMPLAINT

INSPECTORS NOTES

x2 stairs

4-13-26 Final inspection was performed on 4-10-26 - Details for attachment of stairs to balcony in folder & letter to alternative treatment of non-pressure treated wood - ED

INSPECTION TYPE	DATE	INSPECTOR
WOOD FLOOR:		
ADDRESS - TOILET		
FOUNDATION - FORMS - SETBACK		
UNDER FLOOR FRAMING		
PLUMBING – HEATING		
FLOOR INSULATION		
SLAB FLOOR:		
UNDER SLAB PLUMBING - TOILET		
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OTHER:		
TEMP POWER (POLE)		
SEWER		
WATER		
GAS TEST		
SWIMMING POOL - STEEL/BONDING		
PRE DECK		
FENCE - PRE PLASTER		
ELECTRIC TAG: PERM TEMP		
GAS TAG: PERM TEMP		
FINAL INSPECTION:	4-13-26	ED

City Council Staff Report

June 23, 2026

From:	Anthony Sims, Economic Development Director
Prepared by:	Anthony Sims, Economic Development Director
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approval of Memorandum of Understanding (MOU) Between the City of Turlock and California State University, Stanislaus for the Virtual Turlock Project

2. NARRATIVE:

The City of Turlock and California State University, Stanislaus (Stanislaus State) have developed a proposed Memorandum of Understanding (MOU) to establish a collaborative partnership for the continued development and maintenance of the “Virtual Turlock” project. The proposed agreement term would run from July 1, 2026 through June 30, 2029, with the City contributing $5,000 annually to support project sustainability and ongoing student involvement.

The Virtual Turlock project is intended to serve as a digital platform showcasing the City of Turlock through immersive virtual tours, community storytelling, economic development content, tourism promotion, and interactive technology. The project is envisioned as a “digital front door” for the community, designed to highlight Turlock’s businesses, quality of life, downtown, parks, events, educational institutions, and investment opportunities.

Under the proposed partnership, Stanislaus State’s Computer Science Department would provide technical leadership and student project development, while the City of Turlock would assist with content, branding, economic development coordination, and community engagement. The project will also provide Stanislaus State students with hands-on experience in software development, web design, digital media, and collaborative project management through the “Virtual Turlock Fellows” program.

The project scope includes development of a virtual tour web application, integration of interactive tourism and business features, community storytelling opportunities, economic development marketing tools, and optional innovation features such as drone video integration, virtual reality (VR), augmented reality (AR), and interactive dashboards.

The annual City contribution would assist with project sustainability, including student assistant support, hosting services, software and development tools, content management, and ongoing updates to the Virtual Turlock platform. The partnership is intended to create long-term value for the community by supporting tourism promotion, economic development marketing, student workforce development, and digital innovation.

Staff is requesting City Council approval of the Memorandum of Understanding between the City of Turlock and California State University, Stanislaus for the Virtual Turlock project.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriate funds have been requested during the Fiscal Year 2026-2027 budget process in GL Account # 110-10-102.43060_000 Contract Services General

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

- Council may choose not to approve the proposed Memorandum of Understanding (MOU) establishing a collaborative partnership for the continued development and maintenance of the “Virtual Turlock” project.
- Council may choose to approve the Memorandum of Understanding (MOU) with modifications as directed by the City Council.
- Council may choose to continue the item to a future meeting and direct staff to provide additional information.

6. ATTACHMENTS:

1. Resolution Virutal Turlock CSUS and COT 6-23-26
2. Virtual Turlock_agreement_PE_revised

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF TURLOCK AND CALIFORNIA STATE UNIVERSITY, STANISLAUS FOR THE VIRTUAL TURLOCK PROJECT.	}	**RESOLUTION NO. 2026-XXX**

WHEREAS, the City of Turlock and California State University, Stanislaus have developed a proposed Memorandum of Understanding (MOU) establishing a collaborative partnership for the continued development and maintenance of the “Virtual Turlock” project; and

WHEREAS, the Virtual Turlock project is intended to serve as a digital platform showcasing the City of Turlock through immersive virtual tours, community storytelling, tourism promotion, economic development content, and interactive technology; and

WHEREAS, the Virtual Turlock project will provide residents, visitors, prospective businesses, and future students with an innovative digital gateway to explore Turlock's businesses, quality of life amenities, educational institutions, parks, events, and investment opportunities; and

WHEREAS, California State University, Stanislaus will provide technical leadership, software development expertise, and student project participation through its Computer Science Department, while the City of Turlock will assist with project content, branding, community engagement, and economic development coordination; and

WHEREAS, the Virtual Turlock project will provide Stanislaus State students with valuable hands-on experience in software development, web design, digital media, project management, and emerging technologies through participation in the "Virtual Turlock Fellows" program; and

WHEREAS, the partnership supports workforce development, student career readiness, innovation, tourism promotion, digital engagement, and economic development initiatives benefiting both the City of Turlock and California State University, Stanislaus; and

WHEREAS, the project may include development of virtual tours, interactive mapping, business and tourism promotion features, economic development marketing tools, community storytelling content, virtual reality (VR), augmented reality (AR), drone video integration, and other innovative digital experiences; and

WHEREAS, the proposed agreement term shall run from July 1, 2026 through June 30, 2029, with the City of Turlock contributing $5,000 annually to support project sustainability, student involvement, software tools, hosting services, and ongoing platform maintenance; and

WHEREAS, the Virtual Turlock project is intended to create long-term value for the community by promoting tourism, economic development, workforce development, community engagement, and digital innovation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Memorandum of Understanding between California State University, Stanislaus and the City of Turlock for the Virtual Turlock Project effective July 1, 2026.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2026, by the following vote:

AYES:	( )
NOES:	( )
NOT PARTICIPATING:	( )
ABSENT:	( )

ATTEST:

_____
Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

Subaward Agreement between City of Turlock and The Trustees of the California State University, on behalf of California State University, Stanislaus (Stanislaus State)

This Subaward Agreement is entered into this day _____, between the Trustees of the California State University, on behalf of California State University, Stanislaus referred to as "Stanislaus State" and City of Turlock, referred to as "Agency".

WHEREAS, Stanislaus State Computer Science department shall be responsible for the oversight and implementation of the "Virtual Turlock" project, designed to modernize Turlock's digital presence and support community growth. (Scope of Work Exhibit A).

THEREFORE, the parties mutually agree as follows:

Article 1: PERIOD OF PERFORMANCE
The period of performance begins **July 1, 2026** ('Beginning Date") and shall not extend beyond **June 30, 2029** ("Ending Date"). Stanislaus State is not obligated to continue working or provide services, and the Agency is not obligated to compensate Stanislaus State for expenses incurred or commitments made before the Beginning Date or after the Ending Date.

Article 2: STATEMENT OF WORK
Stanislaus State agrees to provide the necessary personnel, facilities, equipment, materials, and data to perform the Scope of Work in accordance with its proposal, which is incorporated into this Agreement as Exhibit A.

Article 3: ESTIMATED COST
The total estimated cost budget which is hereby incorporated into this Agreement as Exhibit B is **$15,000** and represents the maximum funding for the period of performance unless modified in writing by the parties.

Article 4: DISPURSEMENT OF FUNDS
Agency will disperse funding in the amount of $5,000 to Stanislaus State on an annual basis, as outlined in Exhibit B. Annual funding of $5,000 will be dispersed to Stanislaus State at the start of each project year, for a total of $15,000 for the 3-year project period.

Article 5: NOTICES
All notices required to be given by either party to the other party shall be made in writing. Notices shall be effective upon their receipt. Notice to each party shall be addressed as follows:

California State University, Stanislaus	**City of Turlock**
One University Circle	156 S. Broadway, Suite 230
Turlock, CA 95382	Turlock, CA 95380
Attn: Financial Services- Grant Accounting	Attn: Anthony Sims – Economic Development

Article 6: INDEMNIFICATION

A. City of Turlock agrees to indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Stanislaus and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and

losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from City of Turlock performance of this Contract.

B. California State University, Stanislaus agrees to indemnify, defend, and hold harmless City of Turlock and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from California State University, Stanislaus performance of this Contract.

Article 7: INSURANCE
Stanislaus State will carry Commercial General Liability in the amount of One Million Dollars ($1,000,000) and General Liability Aggregate in the amount of Two Million Dollars ($2,000,000). Stanislaus State will carry State Statute Workers' Compensation coverage. Stanislaus State's officers, directors, employees, agents and volunteers shall be covered under one or more of these policies as appropriate.

Article 8: AMENDMENTS
Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

Article 9: TERMINATION

A. Either party has the right to terminate this agreement for any reason by giving thirty (30) days written notice of intent to terminate. Upon receipt of such notification, Stanislaus State shall cease incurring costs under this Agreement and take action to cancel all outstanding obligations.

B. Stanislaus State will be reimbursed for all expenses incurred in accordance with Exhibit B, and any reasonable non-cancelable obligations, up to the maximum reimbursement amount. Upon payment of such costs, Agency shall be entitled to, and Stanislaus State agrees to deliver, all data, reports, information, and deliverables which Stanislaus State has generated through the date of termination.

C. In the event that Stanislaus State commits any breach of or defaults on any of the terms or conditions of this Agreement, and also fails to remedy such default or breach within ten (10) days of receipt of written notice thereof from Agency, Agency may, at its option and in addition to any other remedies which it may have at law or in equity, terminate the whole or any part of this Agreement, and such termination shall be effective on the date of Stanislaus State's receipt of such written notice.

Article 10: DISPUTES
Any dispute arising under or resulting from this Agreement that is not resolved within 60 days by mutual agreement shall be brought to the attention of the parties authorized representatives for resolution. If the informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement.

Article 11: CONFIDENTIALITY
Stanislaus State and **Agency** shall maintain the privacy of personal information and protected data as confidential information. Confidential information shall not be used, disclosed or released without full compliance with applicable state and federal privacy laws, and this Agreement.

Article 12: COMPLIANCE WITH THE LAW
Stanislaus State shall comply with all applicable federal, California state and local laws, regulations and other requirements.

Article 13: CERTIFICATIONS
By accepting this contract with California State University, Stanislaus, City of Turlock certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency.

IN WITNESSS WHEREOF, this agreement contains the entire agreement between both parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed.

City of Turlock

Chris Fisher
Acting City Manager

Signature Date

Anthony Sims
Economic Development Director

Signature Date

Katie Lucchesi
City Attorney

Signature Date

California State University, Stanislaus:

Rose McAuliffe
Vice President for Business and Finance

Rose McAuliffe 05/26/2026

Signature Date

Richard Ogle, PhD
Provost and Vice President for Academic Affairs

Richard Ogle 05/27/2026
Richard Ogle (May 27, 2026 16:06:28 PDT)

Signature Date

Exhibit A
Scope of Work

1. Project Summary

Virtual Turlock project is to develop a virtual tour application for the city of Turlock. The Agency and Stanislaus State agree to have on-going partnership, and two partners will keep collaborating to develop the Virtual Turlock application, to update UI (User Interfaces) and contents (videos, images, places), and to maintain the application system involving plugins, domain, and hosting thereafter.

Virtual Turlock is not a single website but a digital front door of the Agency, ending up the Turlock's gateway to the future. Through the immersive partnership with the city of Turlock and Stanislaus State, two partners will showcase the heart of our community: thriving downtown, vibrant cultural life, Stanislaus State, growing businesses, and the quality of life in the Turlock area. This application will make a foundation and framework that will involve highlighted landmarks, tourism and business websites, branding tools, and economic development engines showing investment, ending up attracting visitors, investors, and residents. Virtual Turlock will be polished, inviting, and always evolving. Each year, new stories will be added, new features will be launched, and new Stanislaus State students will leave their mark. Under the strong collaboration with the Agency and Stanislaus State, Turlock is not only seen but experienced by the world.

The project is designed to do more than highlight landmarks. It will serve as:

- A tourism and branding tool that puts Turlock on the map as a regional destination.
- An economic development engine that attracts investment, businesses, and talent.
- A living partnership between the City and Stan State, where students gain practical experience while shaping their community's future.

2. Project Scope

The project scope is to develop a virtual tour web application for the Agency and deliver the application to the Agency, involving big-picture vision, community engagement, economic development tie-in, and long-term sustainability. In addition, the project may include optional innovation features.

- Big-Picture Vision
    - Opening "Why Virtual Turlock" statement that ties the project to Turlock's future identity – a city that blends tradition with innovation.
    - Turlock's digital front door for investors, visitors, and residents.
- Community Engagement
    - Highlighting opportunities for community storytelling. For example, residents can submit photos, local artists contribute audio/music, and students gather oral histories.
    - Using gamification. For example, digital passport or "badge system" may be given to visitors for completing the full tour.
- Economic Development Tie-in
    - Creating a dedicated "Invest in Turlock" virtual hub.
    - Including case studies of local businesses.
    - Including clickable businesses with platform.
    - Developing workforce pipelines linked to Stan State programs.
    - Sharing incentives and city resources for new businesses.
- Long-Term Sustainability
    - A flagship City-Stanislaus State innovation hub that gets refreshed annually.
    - Building "Virtual Turlock Fellows" program where each year's students hand off to the next students – ensuring continuity and fresh content.

- Optional innovation features
    - Implementing Virtual Reality (VR) and Augmented Reality (AR) compatibility: For example, virtual reality headset tours. AR pops-up at real-world landmarks.
    - Including drone video flyovers of parks, downtown, and Westside Industrial Specific Plan (WISP).
    - Providing interactive data dashboards (e.g., business growth and hosting statistics).
    - Including Point of View (POV) Tour of events and parks (e.g., Christmas parade, Turlock Trot, Donnelly Park)

3. Project Roles

This is a collaborative project between the Agency and Stanislaus State, and the project is developed and maintained under on-going relationship between the City and Stanislaus State. Stanislaus State plays a role in technical lead. Agency collaborates as a visionary and content provider and approves branding, messaging, and ensures alignment with economic development and community goals. The detailed roles of two parties are as follows.

- Agency's role:
    - Providing content (photos, videos, narratives, logos, maps, marketing materials).
    - Supplying branding guidelines and approving design drafts.
    - Ensuring cross-departmental input (tourism, communications, development services, Parks and Rec).
- Stanislaus State's role:
    - Technical build-out (coding, web platform, interactive features).
    - Designing and implementing user flow and functionality.
    - Presenting prototypes and progress reports.
    - Ensuring academic quality and timeline adherence.

4. Project Plan and Deliverables (3 years)

The following table shows the project plan for 3 years including project activities and corresponding deliverables. The detailed explanation of each activity is shown below the table.

	Year 1		Year 2		Year 3		
Project Activities	**Fall**	**Spring**	**Fall**	**Spring**	**Fall**	**Spring**	**Deliverables**
Application development (responsive UI interface, dynamic loading, authentication, authorization, managing dashboard)	X	X	X				• Design specification • Program code • Development manuals • Database (data dictionary) • System architecture configuration
Testing (integrated)			X	X	X	X	• Testing cases and results (time, performance, overhead)
Contents addition			X	X	X	X	• Image and video files • Video and site tours
Migration and pilot operation				X	X		• Migration plan and tasks documents • Pilot operation results • Survey documents
Update and debug system				X	X	X	• Update and bug fixes documents
Official launch & production operation						X	• User and operation manual • Measured success metrics results

Reports (presentation)	X	X	X	X	X	X	• Progress presentations • Final report (end of year 3)

- Application Development
  This activity includes design and implementation of the system including responsive UI, dynamic loading functionalities (e.g., data are loaded from databases instead of using static information in code), authentication, authorization, and managing dashboard to add/edit/delete management data (e.g., the location information of site tour hotspot links on videos). This activity also includes planning and deploying webhosting, domain, and scalable storage along with unit testing. The measurable outcomes are design specifications, program code, development manuals, database data dictionaries, and system architecture configuration.

- Testing (integrated)
  The testing involves unit, integrated, and user experience testing and checks user acceptance, performance (e.g., response time) and overhead (storage usage). The testing cases are planned, discussed and shared with the agency city before the testing. The measurable outcomes are testing cases and results (user acceptance, response time, performance, and overhead).

- Contents addition
  In this activity, videos for video tours (e.g., main street) and 360-degree images for site tours (e.g., city hall) are collected and edited. Site tours (e.g., buildings or stores) are created and integrated into corresponding videos (e.g., streets). The links to videos are added to the main page, and annotated text information (for link and information hotspots on videos and site tours) is created. The videos are uploaded to YouTube accounts, and 360-degree images and site tours are uploaded to webhosting accounts. The Agency and Stanislaus State discuss and decide the location of videos and images and the content acquisition plan, coworking on the content acquisition. The measurable outcomes are video and image files, and video and site tours with annotations.

- Migration and pilot operation
  This activity involves the migration of the Virtual Turlock application from the development system to the production system, which includes all code, data, and configurations. After migration, the city and Stanislaus State perform the pilot operation with a selected user group before full launch. This can identify technical, operational, and user-experience issues, mitigating issues before full launch. The measurable outcomes are migration plan and tasks documents, pilot operation results, and survey documents that are collected from the selected user group.

- Update and debug system
  Throughout pilot and production operation after migration, the application system may be updated, and bugs are fixed based on testing results (user acceptance, time, performance, and overhead) and user satisfaction. The measurable outcomes are update and bug fixes documents.

- Official launch & production operation
  Based on consensus of readiness to official launch after pilot operation, the city and Stanislaus State launch the Virtual Turlock application officially to the public and begin production operation. The following events may be offered for marketing purposes but are not limited to:
  - Ribbon-cutting press event (with live demo).
  - Joint City-Stan State social campaign with teaser clips.
  - Tie into local/regional tourism campaigns.

  Success can be measured with the following metrics but are not limited to:
  - Website traffic and dwell time.

- Business recruitment tied to the tour.
- Number of students involved each semester.
- Media coverage secured.

Exhibit B

Budget

Title: Virtual Turlock project

PI: Dr. Daehee Kim

Project dates: 7/1/2026-6/30/2029

	Year 1	Year 2	Year 3	Total
Personnel				
Salaries				
Student Assistant A - 60 hours of effort per year	$ 1,080	$ 1,080	$ 1,080	$ 3,240
Student Assistant B - 60 hours of effort per year	$ 1,080	$ 1,080	$ 1,080	$ 3,240
Total Salaries	**$ 2,160**	**$ 2,160**	**$ 2,160**	**$ 6,480**
Fringe Benefits				
Fringe benefits @ 4.45% for Student Assistant A	$ 48	$ 48	$ 48	$ 144
Fringe benefits @ 4.45% for Student Assistant B	$ 48	$ 48	$ 48	$ 144
Total Fringe Benefits	**$ 96**	**$ 96**	**$ 96**	**$ 288**
Other				
Website hosting/domain/developing devices	$ 2,289	$ 2,289	$ 2,289	$ 6,867
Total Other	**$ 2,289**	**$ 2,289**	**$ 2,289**	**$ 6,867**
Total Direct Costs	**$ 4,545**	**$ 4,545**	**$ 4,545**	**$ 13,635**
Indirect Costs				
10% Total Direct Costs	**$ 455**	**$ 455**	**$ 455**	**$ 1,365**
TOTAL	**$ 5,000**	**$ 5,000**	**$ 5,000**	**$ 15,000**

1. Budget Justification

Virtual Turlock project is a flagship City-Stanislaus State innovation lab that gets refreshed annually in multi years. “Virtual Turlock Fellowship” (shown as “Student Assistant” under “Personnel” section) is given to two students each year who will be working on “Virtual Turlock” project under the “Virtual Turlock Fellows” program. The students are recruited one semester early before the fellowship program year so that the new students can learn on-going development skills and techniques from the previous year’s students during the overlapping semester, enabling them to continue developing and maintaining the project system. Recruiting talented students under the fellowship program is of great importance to keep developing and updating the application for the success of the Virtual Turlock project. In addition, the fellowship enables students to significantly improve their development technical skills and soft skills including communication, teamwork, and leadership by continuously collaborating with employees in the Agency. The item under “Other” section includes purchase or operation of webhosting accounts, domains, cloud storage, developing devices including cameras and others.

City Council Staff Report

June 23, 2026

From:	Jessie Dhami, Human Relations Director
Prepared by:	Jessie Dhami, Human Relations Director
Agendized by:	Christopher Fisher, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Appointing John J. Murphy to the Position of City Manager for the City of Turlock and Approving the Related Employment Agreement (Human Relations)

2. NARRATIVE:

The City of Turlock engaged in a competitive recruitment process related to the vacant City Manager position. During the recruitment process, John J. Murphy distinguished himself as the leading candidate.

Mr. Murphy has over two decades of experience in city and county administration roles, including serving as a city manager. Most recently, Mr. Murphy served as the township manager of a New Jersey township. He is looking forward to returning to California and becoming the next Turlock City Manager.

The City Council and Mr. Murphy have negotiated the terms of an Employment Agreement. The Employment Agreement provides for a start date of June 30, 2026, or an earlier date if Mr. Murphy's schedule allows. Mr. Murphy will be placed at Step 5 of the City Manager salary schedule. Because he is relocating from out-of-state, the Agreement provides him with up to $10,000 reimbursement for relocation costs. Other terms and conditions of employment are detailed in the Employment Agreement. The agreement has been reviewed and approved as to form by the City's outside employment counsel, Kevin R. Dale of Atkinson, Andelson, Loya, Ruud & Romo.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Per the terms of the employment agreement, Mr. Murphy will be placed at Step 5 of the City Manager salary schedule (Range 45.7), which equates to $22,425 per month FY 25-26. The City Manager's salary is expensed to Fund 110 (General Fund), G/L account number 110-10-108.41001, "Full Time Salaries." The total fiscal impact, inclusive of salary and all benefits, in fiscal year 2026-2027 is $351,726

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

1. The City Council could direct staff to renegotiate one or more terms of the agreement with Mr. Murphy and return with a revised agreement for Council consideration at a future meeting. This alternative is not recommended as the agreement presented represents City Council direction previously provided in closed session.

2. The City Council could reject the appointment of Mr. Murphy and direct staff to continue the recruitment process to identify additional candidates for the position. This alternative is not recommended as Mr. Murphy was determined to be the strongest candidate through the competitive recruitment process.

3. Provide staff with alternative direction.

6. ATTACHMENTS:

1. Draft Resolution - City Manager
2. Employment Agreement - City Manager

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPOINTING JOHN J. MURPHY TO THE POSITION OF CITY MANAGER FOR THE CITY OF TURLOCK AND APPROVING THE RELATED EMPLOYMENT AGREEMENT	**RESOLUTION NO. 2026-**

WHEREAS, the City of Turlock has engaged in a competitive recruitment process related to the vacant City Manager position; and

WHEREAS, following the recruitment process, applicant John J. Murphy distinguished himself as the leading candidate; and

WHEREAS, Mr. Murphy has over two decades of experience in city and county administration roles including serving as a city manager; and

WHEREAS, Mr. Murphy has agreed to perform the duties of City Manager pursuant to the Turlock Municipal Code, the City Manager job description, City policy and applicable law, and subject to direction by the City Council; and

WHEREAS, the City has negotiated and prepared an Employment Agreement between the City and Mr. Murphy which sets forth the terms and conditions of employment; and

WHEREAS, this action is not a project under CEQA Guidelines Section 15378(b)(5) because the action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project within the meaning of CEQA.

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

1. The City Council hereby finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

2. John J. Murphy is hereby appointed to the position of City Manager for the City of Turlock, effective June 30, 2026, or earlier in accordance with the Employment Agreement.

3. The Employment Agreement between the City of Turlock and John J. Murphy attached hereto is hereby approved.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of June, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Nichole Fiez, City Clerk,
City of Turlock, County of Stanislaus,
State of California

CITY MANAGER
EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF TURLOCK AND JOHN J. MURPHY

This Employment Agreement ("Agreement") is hereby entered into by and between the City of Turlock ("City") and John J. Murphy ("Mr. Murphy" or "Employee").

WHEREAS, the City of Turlock desires to employ Mr. Murphy as the City Manager; and,

WHEREAS, this Employment Agreement sets forth the terms and conditions of employment.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Effective Date**. City hereby employs Mr. Murphy as the City Manager effective on June 30, 2026. Employee is authorized to commence employment on an earlier date if his schedule permits.

2. **Acceptance**. Mr. Murphy accepts such employment pursuant to the terms set forth herein. Mr. Murphy agrees to perform the duties and discharge the responsibilities of City Manager as set forth in the Turlock Municipal Code, the City Manager job description, City policy and applicable law, and subject to direction by the City Council. Employee shall devote their full attention to service as City Manager and shall not be employed or work in any other capacity, unless approved in writing by the City Council.

   To the extent Employee seeks approval to engage in activities such as membership on non-profit boards, community service organizations, or managing personal and real property investments outside of the City's jurisdiction, it is contemplated that such activities will occur outside of normal working hours. In addition to seeking City Council approval, Employee shall ensure that any such activities do not create nor tend to create a disqualifying conflict of interest as defined by the California Political Reform Act of 1974, as amended, nor shall such services impair Employee's ability to fully perform their duties for City hereunder.

3. **Term**. The initial term of this Agreement shall be for a period of five (5) years commencing on the Effective Date. If the parties desire to consider an extension of this Agreement, they agree to begin discussions of such an extension at least ten (10) months prior to the expiration of the initial term. An extension is not mandatory and any failure of either party to discuss or agree to any extension shall not constitute a breach of this Agreement.

4. **At-Will**. The City Manager position is at-will and serves at the will and pleasure of the City Council. Either party may terminate the employment relationship as set forth in Section 11, below.

5. **Compensation**. The City Manager position is exempt pursuant to the FLSA. Employee shall be placed on Step 5 of the City Manager salary schedule (Range 45.7), which currently equates to a base salary of Twenty-Two Thousand, Four Hundred and Twenty

Five Dollars ($22,425) per month. The City Manager salary schedule shall receive any future base salary increases that are provided to the Turlock Management Employees group. Step advancement on the salary schedule shall be at the sole discretion of the City Council, and in relation to the annual evaluation process set forth below.

6. **Relocation Expenses**. Employee shall receive up to $10,000 for reimbursement of relocation costs, including for up to thirty (30) days of hotel lodging. Employee shall submit related receipts in relation to receiving relocation expense reimbursement.

7. **Work Schedule**. Employee serves in an exempt position and does not accrue overtime or compensatory time off, but is expected to engage in those hours of work which are necessary to fill the obligations of the position. Employee shall generally follow a 9/80 work schedule as set forth in the City's Regulations for Alternate Work Schedules (Resolution No. 2022-027), with every other Friday off. It is recognized that Employee must devote a great deal of time outside of "normal office hours" to the business of the City. As such, Employee may reasonably "flex" their hours at times they determine it is necessary and appropriate for the work to be performed.

8. **Evaluation**. City Council shall conduct an initial review and evaluation of Employee's performance as City Manager following Employee's initial six (6) months of employment. A formal "360-degree" multi-rater assessment shall be conducted following Employee's initial twelve (12) months of employment. City Council intends to use a process similar to that referenced in the "360-Degree Assessments" section of the ICMA Manager Evaluations Guide (June 2025). Thereafter, City Council shall review and evaluate Employee on at least an annual basis, and may choose to use the "360-Degree" assessment process as it deems appropriate.

9. **Benefits**. Employee shall receive benefits as follows:

   a. **Health and Welfare Benefits**. Employee shall be eligible to participate in the City's health and welfare benefits plan, and shall be subject to the same employee contribution amounts as applicable to the Turlock Management Employees group.

   b. **Leave Entitlements**. Employee shall receive the same management leave, vacation, sick leave, bereavement leave, and holidays as applicable to the Turlock Management Employees group, with the exceptions set forth below. In accordance with Resolution No. 2022-071, Employee shall be provided with pre-accrual of vacation and sick leave hours as follows:

      i. Vacation: 80 hours;

      ii. Sick leave: 40 hours.

      Further, Employee shall accrue 14 hours of vacation per month.

   c. **Deferred Compensation**. Employee shall be eligible to participate in the City's 401(a) deferred compensation program under the same terms provided to the Turlock Management Employees group. The 8% employee contribution and 3.5%

employer contribution match amounts shall be applicable to the City Manager position.

Further, the City shall, on a one-time basis, contribute $32,500 to the City-sponsored 457 plan on Employee's behalf for the 2026 calendar year. This amount equates to the maximum contribution allowable for 2026, including the age 50+ "catch up" amount. This contribution shall be governed by the terms and conditions of the 457 plan as they now exist, or as they may be changed in the future. This contribution shall be divided and made on a monthly basis for the remaining months during the 2026 calendar year. Thereafter, any future contributions to the 457 plan shall be at Employee's own expense.

d. **Retiree Health Savings Vantage Care Plan**. Employee shall be eligible to participate in the City's Retiree Health Savings Vantage Care Plan under the same terms provided to the Turlock Management Employees group.

e. **Life Insurance**. Employee shall receive the same life insurance benefits as provided to the Turlock Management Employees group.

f. **Long-Term Disability**. Employee is eligible for long-term disability benefits as applicable to the Turlock Management Employees group.

g. **Professional Development**. Employee shall be eligible for up to seven hundred dollars ($700) per fiscal year for purposes of professional development. The terms of professional development funds shall be administered in the same manner as applied to the Turlock Management Employees group. In addition to the professional development funds referenced above, City agrees to pay for Employee's membership in the International City/County Management Association ("ICMA"). Further, City also agrees to pay for Employee's attendance at the annual ICMA conference in accordance with its travel and expense reimbursement policies. To the extent Employee desires additional funds for participation in other national, regional, state, or local associations and organizations, or for participation in local service organizations, such costs must be approved in advance by the City Council.

h. **CalPERS Participation**. Employee shall be enrolled in the CalPERS retirement system pursuant to applicable CalPERS rules and procedures, including the applicable employee contribution rate. The parties understand and agree that determination regarding CalPERS retirement plan applicability is in the sole discretion of CalPERS and pursuant to applicable statutes.

i. **Vehicle allowance**. Employee shall receive a vehicle allowance of $400 per month.

10. **Cell Phone**. City agrees to provide Employee with a cell phone stipend during the term of this Agreement under the same terms provided to the Turlock Management Employees group.

11. **Termination**. This Agreement may be terminated as follows:

a. **Termination by Mutual Consent**. – This Agreement may be changed, modified, or terminated by mutual written agreement of the City and Employee upon thirty (30) calendar days' written prior notice.

b. **Termination by Employee**. – Notwithstanding any other provisions of this Agreement, Employee shall have the option to terminate this Agreement by providing the City with a written notice of resignation. This notice shall be provided no less than thirty (30) calendar days prior to said resignation date. The Employee and City may mutually agree to a resignation notice of less than thirty (30) calendar days.

c. **Termination For Cause**. – This Agreement and the services of Employee may be terminated for cause. For purposes of defining "for cause" in this Agreement, Section 7.1.5 "Causes for Discipline" of the City's Personnel System Rules and Regulations shall apply. In accordance with Section 2-4-216 of the Turlock Municipal Code, Employee shall not be removed from office during or within the period of thirty (30) days next succeeding any municipal election held in the City at which election a member of the Council is elected. During the period of thirty-one (31) days to sixty (60) days following any election that results in a change in the membership of the City Council, Employee shall not be removed from office except upon a vote of at least four (4) members of the City Council. In the event Employee is terminated for breach of any of the disciplinary grounds set forth in the City's Personnel Rules and Regulations or other applicable City policies, they shall be furnished with a written notice stating the City Council's intention to terminate them and the reasons thereof at least thirty (30) days before the effective date of termination. Employee may request a hearing before the City Council within seven (7) days after delivery of the written notice. The purpose of any hearing shall be to allow Employee an opportunity to present to the City Council their grounds of opposition to their termination prior to the action of the City Council. In accordance with Government Code section 54957(b)(2), Employee shall be notified of the date and time of any such hearing, and may request to have the hearing held in an open session meeting.

Employee shall have the right, at their own expense, to have a representative of their choice during any appeal to the City Council. The appeal to the City Council shall be Employee's exclusive right to any appeal or hearing otherwise required by law, rule, Municipal Code, or policy, and the decision of the City Council shall be final and binding and shall not depend on any particular showing or degree of proof at the hearing.

d. **Termination Without Cause**. – This Agreement and the services of Employee may be terminated without cause by the City Council at any time, and in relation to the consideration set forth in this paragraph. In accordance with Section 2-4-216 of the Turlock Municipal Code, Employee shall not be removed from office during or within the period of thirty (30) days next succeeding any municipal election held

in the City at which election a member of the Council is elected. During the period of thirty-one (31) days to sixty (60) days following any election that results in a change in the membership of the City Council, Employee shall not be removed from office except upon a vote of at least four (4) members of the City Council. In the event that Employee is terminated without cause, they shall receive a Notice of Termination Without Cause and a lump sum payment equivalent to three (3) months of their then annual salary. Employee shall also be eligible to continue participating in the City's health benefit plan, and subject to remitting of the monthly employee contribution, for a period up to three (3) months. Following completion of one (1) year of employment with the City, the three (3) month lump sum payment and continuing benefits referenced above shall both be increased to six (6) months. The lump sum payment and health benefit participation referenced herein shall be subject to Employee entering into a comprehensive waiver and release of all claims against the City, at the time of termination.

Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Employee is convicted of a crime constituting "abuse of office," they shall reimburse the City for salary and monies to the fullest extent mandated by law (e.g., paid leave, criminal defense expenses, cash settlement, etc.). In the event of such conviction, the City shall make no payments barred by Government Code section 53243 et seq.

12. **Indemnification.** In accordance with and subject to the provisions of California's Government Claims Act (Government Code § 825 *et seq*.), and any other applicable law, City shall defend, indemnify, and hold harmless Employee in any civil action against and for all losses sustained by Employee in direct consequence of the discharge of their duties on the City's behalf for the period of their employment. City shall defend, indemnify, and hold harmless Employee against any tort, professional liability claim or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of their duties as City Manager. City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Whenever Employee shall be sued for damages arising out of the performance of their duties, the City may provide defense counsel for Employee in such suit and indemnify them from any judgment rendered against them; provided that such indemnity shall not extend to any judgment for damages arising out of any willful wrongdoing of Employee. Said duty to indemnify shall survive termination of employment and expiration of this Agreement to protect Employee for any such acts undertaken or committed in their capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following their employment with the City.

13. **General Provisions**.

a. **Severability**. The terms of this Agreement are contractual and not a mere recital. Should any provision or part of any provision or application thereof be held invalid, the invalidity shall not affect any other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.

b. **Governing Law**. This Agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California. Venue shall be in the Stanislaus County Superior Court.

c. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

d. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the parties. Any amendment, modifications or variations from the terms of this agreement shall be in writing and shall be effective only upon approval of such amendment, modification or variation by the City Council and Employee.

ON BEHALF OF THE CITY

_____ _____
Amy Bublak, Mayor Date

EMPLOYEE

_____ _____
John J. Murphy Date

APPROVED AS TO FORM

_____ _____
Kevin R. Dale Date
Special Counsel