

City Council Meeting Agenda



July 8, 2025

6:00 PM

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

Mayor
Amy Bublak

Council Members

Kevin Bixel
Cassandra Abram

Erika Phillips
Rebecka Monez
(Vice Mayor)

Interim City Manager
Sue Borrego
City Clerk
Nichole Fiez
City Attorney
George A. Petrulakis

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

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

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

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

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

1. **CALL TO ORDER**
2. **SALUTE TO THE FLAG**
3. **ROLL CALL AND DECLARATION OF CONFLICTS**
4. **APPROVAL OF AGENDA AS POSTED OR AMENDED**

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.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, July 8, 2025**

Next City Council Resolution: 2025-129

Next Ordinance: 1332-CS

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

- A. Presentation - Fire Administration Contract Extension and Additional Services (Moreno)

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. 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. Motion: Accepting the Weekly demands of June 13, 2025 through June 19, 2025 in the amount of \$2,019,243.47 and June 20, 2025 through June 26, 2025 in the amount of \$770,356.79
- B. Motion: Accepting the Minutes of the June 24, 2025 Regular City Council Meeting
- C. Motion: Waiving Reading of Title and Text of All Ordinances Included in the Agenda
- D. Resolution: Approving Amendment No. 14 for Task Order No. 7 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$98,219.92 to be funded by Fund 115 "Measure A – Roads" for City Project No. 23-052 as "NV5 CM Task Order No. 7 for City Project No. 23-052" (Pezeshk)
- E. Resolution: Approving an agreement (City Contract No. 2025-215) with Safety-Kleen Systems, Inc. in response to RFB No. 24-030, for the supply of Lubricating Oil and Miscellaneous Products for a period of three (3) years, in a total not-to-exceed amount of \$45,000, to be expensed from Fund 505 "Fleet" (Fisher)
- F. Motion: Authorizing staff to proceed with the advertisement for construction bids for City Project No. 23-042 "Montana Neighborhood Park Phase 2 Improvements" (Morris)

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, July 8, 2025**

Next City Council Resolution: 2025-129

Next Ordinance: 1332-CS

- G. Motion: Authorizing staff to proceed with the advertisement for construction bids for City Project No. 21-043 "John Lazar Park" (Morris)
- H. Resolution: Determining the award of bid is exempt from the provisions of CEQA in accordance with section 15301 of the CEQA guidelines, awarding bid and approving an Agreement with Creative Property Renewal, Inc of Stockton, California in the amount of \$141,205.00 and authorizing a construction contingency amount of \$14,120.50 (10.0%) for the construction of City Project No. 24-010 "Fire Station No. 31 SCBA Compressor Room" to be funded by Fund 240 "Small Equipment Replacement" and Fund 110 "General Fund" (Morris)

8. FINAL READINGS

9. PUBLIC HEARINGS

- A. In the matter of ordering the dissolution of the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042; Approving the appropriation of funds from Fund 246 "Landscape Assessment" reserves to expense account 246-60-600.47326 "Reimburse Property Owners" in an amount not to exceed \$23,300 to reimburse property owner(s) of any overpayment to date as a result of the dissolution of the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042 (Morris)

Recommended Action:

Resolution: Ordering the dissolution of the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042

Resolution: Approving the appropriation of funds from Fund 246 "Landscape Assessment" reserves to expense account 246-60-600.47326 "Reimburse Property Owners" in an amount not to exceed \$23,300 to reimburse property owner(s) of any overpayment to date as a result of the dissolution of the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042

- B. Introduction and first reading of an ordinance repealing and replacing Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct), Chapter 5-17 (Vendors) with a new Chapter 5-17 (Itinerant Vendors) to remove outdated street and sidewalk vending regulations and adopt a regulatory framework for itinerant (door-to-door) vendors only; Resolution Adopting Rules and Regulations Regarding Sidewalk Vendors within the City of Turlock, pursuant to Government Code Chapter 6.2 (commencing with Section 51036) of Part 1 of Division 1 of Title 5 (Petrulakis)

Recommended Action:

Ordinance: Repealing and Replacing Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct), Chapter 5-17 (Vendors) with a new Chapter 5-17 (Itinerant Vendors) to remove outdated street and sidewalk vending regulations and adopt a regulatory framework for itinerant (door-to-door) vendors only.

Resolution: Adopting Rules and Regulations Regarding Sidewalk Vendors within the City of Turlock, pursuant to Government Code Chapter 6.2 (commencing with Section 51036) of Part 1 of Division 1 of Title 5.

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, July 8, 2025**

Next City Council Resolution: 2025-129

Next Ordinance: 1332-CS

10. ACTION ITEMS

- A. Adopting the updated “First Time Homebuyer Secondary Financing Program” Policy and Procedure for the Housing Program Services Division (Figueroa)

Recommended Action: Resolution: Adopting the updated “First Time Homebuyer Secondary Financing Program” Policy and Procedure for the Housing Program Services Division

- B. Authorizing the Interim City Manager to sign up to \$100,000 for first-time homebuyer loans and housing rehabilitation loans (Figueroa)

Recommended Action: Resolution: Authorizing the Interim City Manager to sign up to \$100,000 for first-time homebuyer loans and housing rehabilitation loans.

11. CITY MANAGER REPORTS/UPDATES

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

- A. Monthly Department Reports

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

13. CLOSED SESSION

- A. Conference with Legal Counsel – Anticipated Litigation, Cal. Gov’t Code §54956.9(d)(2)
“For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”
Potential Case(s): Two (2)
- B. Threat to Public Services, Public Facilities, Critical Infrastructure Controls, Critical Infrastructure Information Relating to Cybersecurity, Cal. Gov’t Code §54957(a)(1)
“This chapter does not prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or other law enforcement or security personnel, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, a threat to the public’s right of access to public services or public facilities, or a threat to critical infrastructure controls or critical infrastructure information relating to cybersecurity.”
Consultation with: City Attorney George Petrulakis, IT Director Nicklaus Showalter, and Security Consultants

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT



Modesto Fire Administration Contract

PRESENTED BY ISAAC MORENO

Topics

- ◆ History
- ◆ Contract Extension
- ◆ Proposed New Services
 - ◆ EMS Division Services
 - ◆ Fire Marshal
 - ◆ Financial Impact
- ◆ Next Steps

History

History

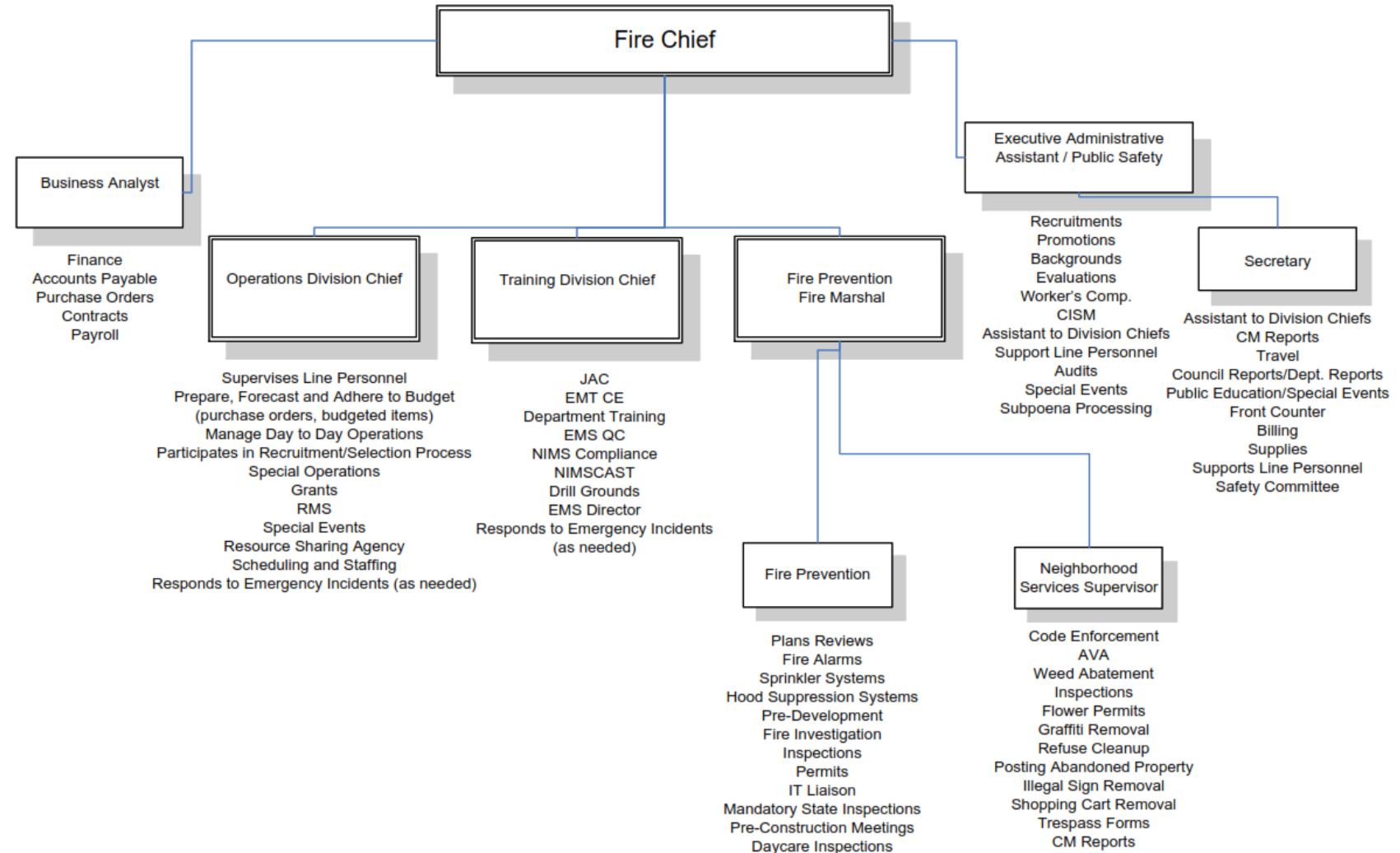
Contract

- ◆ On January 25, 2022 the City of Turlock executed a four-year agreement with the City of Modesto for Fire Administrative Services
- ◆ Benefits:
 - ◆ A single fire chief will lead and manage services for multiple municipalities to promote regionalization
 - ◆ Full access to the City of Modesto support staff
 - ◆ Streamline program development in specialized services
 - ◆ Modesto Assistant Fire Chief was assigned for oversight and point of contact to the City of Turlock

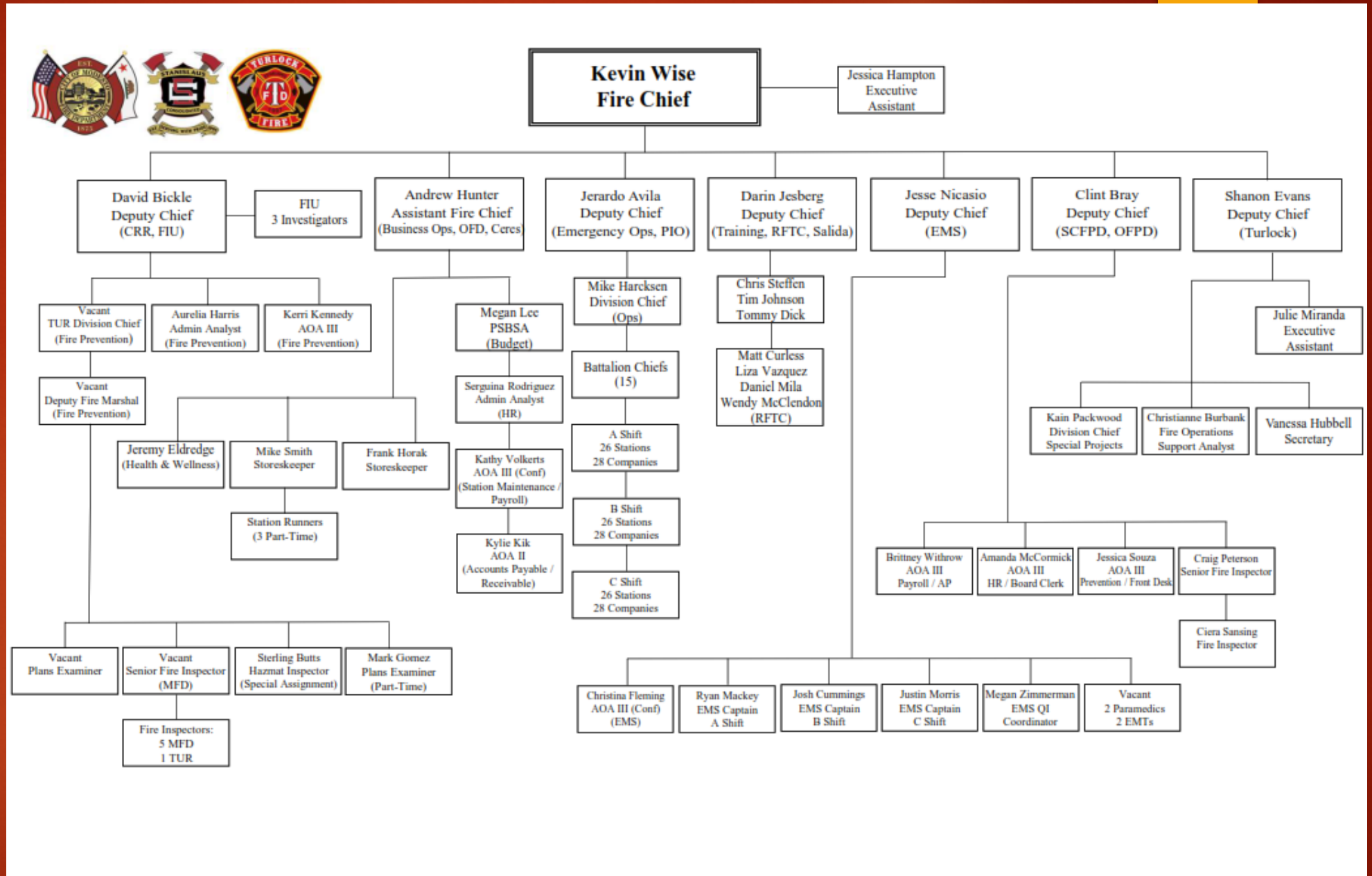
History



FY 2021-22 Adopted: June 8, 2021 Fire Services Department



History



Contract Extension

Contract Extension

- ◆ An extended term option for one additional two-year term. However, if this extension is requested it shall be approved no later than June 30, 2025 unless all the Parties agree in writing to allow a later date for approval by the Parties' respective governing bodies
- ◆ This written obligation has been fulfilled

PROPOSED NEW SERVICES

Proposed New Service – Deputy Fire Marshal

- ◆ Deputy Fire Marshal
 - ◆ Employee Quantity:
 - ◆ 1
 - ◆ History:
 - ◆ Currently a Fire Marshal is budgeted, however unfilled
 - ◆ Fiscal Impact:
 - ◆ By eliminating currently budgeted Fire Marshal this proposed service will generate a cost savings. The is due to Modesto billing 75% of the cost for this Full-Time Employee
 - ◆ Note:
 - ◆ Although Modesto is billing this service at only 75%, given the depth of their staffing they can provide additional coverage as needed at no additional cost
 - ◆ Turlock will maintain fire prevention staff sufficient for continual operation. This staff shall include administrative support for scheduling corresponding and billing, a fire inspector, and plans review responsibilities

Proposed New Service – Deputy Fire Marshal

Scope of Work:

- ◆ Oversee planning and administration of Turlock's Fire Prevention and Community Risk Reduction Program
- ◆ Supervise the Turlock Fire Inspector and provide direction on daily operations and priorities
- ◆ Provide oversight for plan reviews of development and building projects to ensure compliance with fire and life safety codes
- ◆ Coordinate and oversee inspections of:
 - ◆ State-mandated occupancies
 - ◆ Business, commercial, and industrial occupancies
- ◆ Participate in site plan reviews for new developments, including access, water supply, and fire protection features
- ◆ Support updates to the General Plan and input on Specific Plan development
- ◆ Coordinate with Turlock on adoption and amendments to the Fire Code and relevant Municipal Code provisions
- ◆ Coordinate and inspect special events such as parades, fairs, and the Farmers Market for fire safety compliance
- ◆ Assist with hazard mitigation planning, including stakeholder coordination and community engagement

Proposed New Service – EMS Division Services

- ◆ EMS Division Services

- ◆ Employee Quantity:

- ◆ 3

- ◆ History:

- ◆ Historically, this service has been provided by staff, however the level of expertise and experience needed today is far greater

- ◆ Fiscal Impact:

- ◆ This service is currently not budgeted. Therefore, there will be a fiscal impact, however due to the level of service needed and Modesto cost sharing we are only financially responsible for 13% of the cost

Proposed New Service – EMS Division Services

Scope of Work:

- ◆ Personnel (Provided by Modesto):
 - ◆ 1 EMS Deputy Chief (admin oversight)
 - ◆ 1 clerical staff (40-hour)
 - ◆ 1 QA/QI nurse or equivalent
- ◆ Medical Oversight:
 - ◆ Modesto will assign a licensed MD as EMS Medical Director
- ◆ Facilities:
 - ◆ Modesto will provide headquarters
 - ◆ Turlock will provide training facilities and classroom space, as needed
- ◆ Quality Assurance/Improvement (QA/QI):
 - ◆ Modesto will manage QA/QI programs, review patient care reports, and recommend training or corrective actions
- ◆ Operational Support:
 - ◆ Includes medication restocking, equipment calibration, and EMS best practice guidance
- ◆ Investigations & Compliance:
 - ◆ Modesto will lead investigations, LEMSA coordination, audits, and compliance with all applicable protocols

Proposed New Services – Fiscal Impact

Fiscal Year 2025-2026 Adjusted			Fiscal Year 2026-2027			Fiscal Year 2027-2028		
Modesto			Modesto			Modesto		
Deputy Fire Marshal	75%	188,296.21	Deputy Chief	75%	357,705.99	Deputy Chief	75%	392,522.96
EMS	13%	107,679.65	Deputy Fire Marshal	75%	193,960.50	Deputy Fire Marshal	75%	204,912.32
		295,975.86	EMS	13%	113,543.57	EMS	13%	119,865.56
			Admin Fee		50,000.00	Admin Fee		50,000.00
Turlock					715,210.06			767,300.84
Fire Marshal (step 5)		302,286.00						
EMS		-						
		302,286.00	Turlock			Turlock		
			Chief		452,706.00	Chief		452,706.00
(Savings) / +Cost Increase		(6,310.14)	Fire Marshal (step 5)		302,286.00	Fire Marshal (step 5)		302,286.00
			EMS		-	EMS		-
					754,992.00			754,992.00
			(Savings) / +Cost Increase		(39,781.94)	(Savings) / +Cost Increase		12,308.84

Next Steps

- ◆ Bring forward to Council an amendment to the Modesto Fire Administration Services contract to extend term and new scope of work



Questions?

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference		
AP - Accounts Payable											
<u>Check</u>											
149049	06/13/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$158.42				
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>					
	280086		05/28/2025	12737081 (S) FILTER		\$75.34					
	280096		05/29/2025	13597415 (S)SENSOR		\$9.69					
	279502		04/22/2025	19474058 (S)OUTLET		\$73.39					
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>					
	110 - General Fund			110.11000 (Cash)		\$73.39					
	217 - Streets - Gas Tax			217.11000 (Cash)		\$75.34					
	426 - Transit			426.11000 (Cash)		\$9.69					
149050	06/16/2025	Open			Utility Management Refund	FLORSHEIM HOMES	\$59.25				
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>				
	Single Family Res Metered		001750-001	MOVE OUT CREDIT		06/16/2025	Refund				
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>					
	420 - WATER			420.11000 (Cash)		\$59.25					
149051	06/16/2025	Open			Utility Management Refund	JONES, JOY R	\$78.69				
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>				
	Single Family Res Metered		181803-002	MOVE OUT CREDIT		06/16/2025	Refund				
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>					
	420 - WATER			420.11000 (Cash)		\$78.69					
149052	06/16/2025	Open			Utility Management Refund	NIAKAN, SIROOS	\$45.46				
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>				
	Single Family Res Metered		675040-003	MOVE OUT CREDIT		06/16/2025	Refund				
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>					
	420 - WATER			420.11000 (Cash)		\$45.46					
149053	06/16/2025	Open			Utility Management Refund	RASHIDI, SABRINA	\$372.43				
	<u>Account Type</u>		<u>Account Number</u>	<u>Description</u>		<u>Transaction Date</u>	<u>Transaction Type</u>				
	Single Family Res Metered		75876-005	MOVE OUT CREDIT		06/16/2025	Refund				
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>					
	420 - WATER			420.11000 (Cash)		\$372.43					
149054	06/18/2025	Open			Accounts Payable	A-Z BUS SALES INC	\$2,617.92				
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>					
	INVSAC34428		06/04/2025	TRA21-1071 a/c compressor		\$2,346.60					
	INVSAC34485		06/05/2025	FF00048WBK WMT GEAR RACK KIT SHIPOUT		\$271.32					
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>					
	426 - Transit			426.11000 (Cash)		\$2,617.92					
149055	06/18/2025	Open			Accounts Payable	ABS DIRECT INC	\$7,500.00				
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>					
	MP-20250612		06/12/2025	POSTAGE ADVANCE FOR JUN/JUL 2025		\$7,500.00					
	<u>Paying Fund</u>			<u>Cash Account</u>		<u>Amount</u>					
	110 - General Fund			110.11000 (Cash)		\$7,500.00					

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149056	06/18/2025	Voided	INCORRECT ENTRY	06/18/2025	Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$3,743.62		
	Invoice		Date	Description		Amount			
	INV6312		05/14/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$79.30			
	INV6669		06/05/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$449.99			
	INV6671		06/05/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$1,124.27			
	INV6640		06/04/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$239.52			
	INV6446		05/23/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$923.31			
	INV6540		05/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$46.06			
	INV6584		05/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$881.17			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,743.62			
149057	06/18/2025	Open			Accounts Payable	AMERICAN VALLEY WASTE OIL INC	\$1,510.00		
	Invoice		Date	Description		Amount			
	220049		05/12/2025	SRWA OIL & HAZARDOUS WASTE DISPOSAL		\$1,510.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$1,510.00			
149058	06/18/2025	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$18.00		
	Invoice		Date	Description		Amount			
	LPM-25-000820		04/30/2025	April 2025 Services		\$18.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$18.00			
149059	06/18/2025	Open			Accounts Payable	ANV CONTRACTORS INC	\$2,516.41		
	Invoice		Date	Description		Amount			
	Order Number #87		04/14/2025	Repair Work for 829 Vermont		\$2,516.41			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$2,516.41			
149060	06/18/2025	Open			Accounts Payable	AssetWorks Inc	\$2,307.36		
	Invoice		Date	Description		Amount			
	SIN015624		05/24/2025	Drewelow/Plummer 5/1-5/24 2025		\$990.00			
	SIN015690		04/30/2025	Drewelow/Plummer 4/27-4/30 2025		\$660.00			
	SIN015606		05/31/2025	Plummer - Travel Airfare May 2025		\$657.36			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		\$876.80			
	505 - Fleet			505.11000 (Cash)		\$1,430.56			
149061	06/18/2025	Open			Accounts Payable	AT&T Corp	\$587.76		
	Invoice		Date	Description		Amount			
	1300462015		05/11/2025	SRWA - JPA, Surface Water, Operations - Internet Access May 2025		\$587.76			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$587.76			
149062	06/18/2025	Open			Accounts Payable	AT&T MOBILITY	\$1,173.44		
	Invoice		Date	Description		Amount			
	4173X04272025		04/19/2025	287310834173 / SIM CARDS FOR WQC-SRWA-PARKS		\$1,173.44			
	Paying Fund			Cash Account		Amount			
	205 - Sports Facilities			205.11000 (Cash)		\$87.46			

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149063	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$974.31		
	450 - SRWA - Operations			450.11000 (Cash)			\$111.67		
	06/18/2025	Open			Accounts Payable	AT&T/SBC	\$31.54		
	Invoice		Date	Description			Amount		
	PD 6/7/25		06/07/2025	Acct# 234 371-3447 543 0/ Police Dept			\$31.54		
149064	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$31.54		
	06/18/2025	Open			Accounts Payable	Big Jay's Tires Inc DBA Jay's Tires	\$89.95		
	Invoice		Date	Description			Amount		
	1-17033		06/09/2025	POL21-1360 alignment			\$89.95		
149065	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$89.95		
	06/18/2025	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	\$68.52		
	Invoice		Date	Description			Amount		
	610851		06/04/2025	74-03 kti pwr up down lead			\$68.52		
149066	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$68.52		
	06/18/2025	Open			Accounts Payable	CALLYO 2009 Corp	\$3,540.00		
	Invoice		Date	Description			Amount		
	R21106		06/02/2025	CALLYO STANDARD RENEWAL 6/1/25 - 5/31/26			\$3,540.00		
149067	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,540.00		
	06/18/2025	Open			Accounts Payable	CHARTER COMMUNICATIONS	\$312.98		
	Invoice		Date	Description			Amount		
	170075101060725		06/07/2025	170075101 / CITY HALL (TV Service) 156 S Broadway #112			\$312.98		
149068	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$61.05		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$39.25		
	420 - WATER			420.11000 (Cash)			\$39.26		
	501 - Information Technology			501.11000 (Cash)			\$173.42		
149069	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$3,866.54		
	06/18/2025	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	\$3,866.54		
	Invoice		Date	Description			Amount		
	90252012		06/06/2025	SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 6.06.25			\$3,866.54		
149069	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$3,866.54		
	06/18/2025	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$459.74		
	Invoice		Date	Description			Amount		
	4010180259		06/12/2025	MAY 2025 PREMIUMS			\$459.74		
149069	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$459.74		

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149070	06/18/2025	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	\$183.44		
	Invoice		Date	Description		Amount			
	5273740511		06/04/2025	SRWA Medical Supplies 6.04.25		\$183.44			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$183.44			
149071	06/18/2025	Open			Accounts Payable	CITY OF TURLOCK - CASH	\$566.27		
	Invoice		Date	Description		Amount			
	06-13-25 REPLIN		06/13/2025	FIN AR-REPLINISH PETTY CASH-06/13/25		\$566.27			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$304.27			
	255 - CDBG			255.11000 (Cash)		\$37.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$225.00			
149072	06/18/2025	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	\$233.55		
	Invoice		Date	Description		Amount			
	0000053986		05/19/2025	SERVICE/LABOR FOR DRILL OPEN FREEZER LOCK		\$233.55			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$233.55			
149073	06/18/2025	Open			Accounts Payable	EQUIFAX	\$10.00		
	Invoice		Date	Description		Amount			
	2066043232		05/31/2025	May 2025 Services		\$10.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$10.00			
149074	06/18/2025	Open			Accounts Payable	FASTENAL COMPANY INC	\$2,231.93		
	Invoice		Date	Description		Amount			
	CATUR197907		05/30/2025	nuts and bolts		\$922.70			
	CATUR197930		06/06/2025	645-3-01 TKCA21850		\$918.96			
	CATUR197800		05/22/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$390.27			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$1,149.64			
	217 - Streets - Gas Tax			217.11000 (Cash)		\$115.34			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$620.95			
	420 - WATER			420.11000 (Cash)		\$115.34			
	426 - Transit			426.11000 (Cash)		\$230.66			
149075	06/18/2025	Open			Accounts Payable	FEDERAL EXPRESS	\$42.92		
	Invoice		Date	Description		Amount			
	8-892-59625		06/13/2025	SHIPPING CHARGES FOR 6/1325		\$42.92			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$42.92			
149076	06/18/2025	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	\$7,195.86		
	Invoice		Date	Description		Amount			
	6281		05/30/2025	Unarmed Security Services for City Hall-May 2025		\$6,688.50			
	6286		05/30/2025	Unarmed Security Services for City Hall-Special Meetings May 202		\$507.36			
	Paying Fund			Cash Account		Amount			

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			\$7,195.86		
149077	06/18/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	\$90.87		
	Invoice		Date	Description			Amount		
	060725GONZALEZ		06/12/2025	06072025 PAYROLL WITHHOLDING			\$90.87		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$90.87		
149078	06/18/2025	Open			Accounts Payable	FRANCHISE TAX BOARD	\$77.49		
	Invoice		Date	Description			Amount		
	060725VASQUEZ		06/12/2025	06072025 PAYROLL WITHHOLDING			\$77.49		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$77.49		
149079	06/18/2025	Open			Accounts Payable	Genesis Behavior Center, Inc.	\$95,200.00		
	Invoice		Date	Description			Amount		
	56		06/16/2025	Professional Services			\$95,200.00		
	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			\$95,200.00		
149080	06/18/2025	Open			Accounts Payable	Genfare, LLC	\$6,600.00		
	Invoice		Date	Description			Amount		
	90210418		06/09/2025	D22192-0007 S/A TRIM, MAGNETIC-FAST FARE			\$6,600.00		
	Paying Fund			FAREBOX			Amount		
	426 - Transit			426.11000 (Cash)			\$6,600.00		
149081	06/18/2025	Open			Accounts Payable	GEOANALYTICAL LAB INC	\$364.00		
	Invoice		Date	Description			Amount		
	L5F0202		06/02/2025	SRWA LABORATORY ANALYSIS SERVICES 6.02.25			\$45.00		
	L5F0410		06/04/2025	SRWA LABORATORY ANALYSIS SERVICES 6.04.25			\$139.00		
	L5F0505		06/05/2025	SRWA LABORATORY ANALYSIS SERVICES 6.05.25			\$180.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			\$364.00		
149082	06/18/2025	Open			Accounts Payable	GILLIG LLC	\$654.58		
	Invoice		Date	Description			Amount		
	41315638		06/04/2025	82-19647-003 2 EA SEAL ASM, INR			\$654.58		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$654.58		
149083	06/18/2025	Open			Accounts Payable	GRAINGER INC, W W	\$1,202.54		
	Invoice		Date	Description			Amount		
	9523119429		05/29/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			\$92.46		
	9523338532		05/29/2025	SHIPPING & RECEIVING GENERAL SUPPLIES			\$255.73		
	9527364542		06/03/2025	SRWA Supplies - 2450 Battery			\$18.60		
	9534481933		06/09/2025	SRWA Supplies - Hex Bushing & Hose Adapters			\$120.92		
	9536140990		06/10/2025	SRWA Supplies - Wet/Dry Shop Vac			\$641.27		
	9536141006		06/10/2025	SRWA Supplies - Breaker Bar			\$73.56		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$348.19		
	450 - SRWA - Operations			450.11000 (Cash)			\$854.35		

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149084	06/18/2025	Open			Accounts Payable	GREEN HORIZON INC	\$2,515.00		
	Invoice		Date	Description		Amount			
	46611		06/01/2025	Landscape Services-829-831 Vermont Ave, May 2025 Services		\$130.00			
	46612		06/01/2025	Landscape Services-570 Jason Dr.- May 2025 Services		\$100.00			
	46616		06/01/2025	Landscape Services-573 Birchwood Way, May 2025 Services		\$165.00			
	46615		06/01/2025	Landscape Services-901 High St.- May 2025 Services		\$165.00			
	46614		06/01/2025	Landscape Services- 2065 Cody Ct., May 2025 Services		\$165.00			
	46613		06/01/2025	Landscape Services-1827 Shadow Park, May 2025 Services		\$130.00			
	46799		06/01/2025	SRWA - Landscape Services-Green Horizon 6.01.25		\$1,660.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		\$855.00			
	950 - SRWA - JPA			950.11000 (Cash)		\$1,660.00			
149085	06/18/2025	Open			Accounts Payable	Harris & Associates, Inc.	\$1,433.57		
	Invoice		Date	Description		Amount			
	67944		05/24/2025	Dissolution Victoria Estates Assessment Dist-4/27/25 to 5/24/25		\$1,433.57			
	Paying Fund			Cash Account		Amount			
	246 - Landscape Assessment			246.11000 (Cash)		\$1,433.57			
149086	06/18/2025	Open			Accounts Payable	HD SUPPLY INC, DBA USABUEBOOK	\$799.40		
	Invoice		Date	Description		Amount			
	INV00725237		05/30/2025	SRWA supplies - Sulfuric Acid		\$139.73			
	INV00728839		06/03/2025	SRWA supplies - Ozone Reagent		\$659.67			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$799.40			
149087	06/18/2025	Voided	INCORRECT ENTRY	06/18/2025	Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$3,130.07		
	Invoice		Date	Description		Amount			
	37225608		03/26/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$194.35			
	36490518a		01/09/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$42.84			
	37198502		03/24/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$24.51			
	37653743		05/07/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$86.01			
	37787102		05/20/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$24.51			
	37787103		05/20/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$27.81			
	37651143		05/07/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$1,461.02			
	37757185		05/16/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$607.81			
	37799043		05/21/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$484.76			
	37841588		05/27/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$65.04			
	37905214		06/02/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$103.23			
	37919611		06/03/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$8.18			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,130.07			

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149088	06/18/2025	Open			Accounts Payable	JARVIS FAY LLP	\$8,285.00		
	Invoice		Date	Description		Amount			
	20360		05/31/2025	Engineering - Local Street Closure Task - May 2025		\$1,393.00			
	20361		05/31/2025	SPECIAL COUNSEL SERVICES Sidewalk Repairs- May 2025		\$6,892.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$8,285.00			
149089	06/18/2025	Open			Accounts Payable	LANGUAGE LINE SERVICES	\$24.04		
	Invoice		Date	Description		Amount			
	11611895		05/31/2025	Acct #9020101104 - Translation services for Police Department		\$24.04			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$24.04			
149090	06/18/2025	Open			Accounts Payable	LC ACTION POLICE SUPPLY, LTD	\$29,202.63		
	Invoice		Date	Description		Amount			
	476365		05/27/2025	SAFARILAND LIBERATOR 4 COMMUNICATION HEADSETS (13)		\$23,902.26			
	476412		05/28/2025	LESS THAN LETHAL MUNITIONS		\$5,300.37			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,300.37			
	201 - Asset Forfeiture			201.11000 (Cash)		\$23,902.26			
149091	06/18/2025	Open			Accounts Payable	LeaderGov, LLC	\$30,700.00		
	Invoice		Date	Description		Amount			
	1340		06/03/2025	LeaderGov June 2025 Invoice		\$11,000.00			
	1320		02/26/2025	LeaderGov February 2025 Invoice		\$19,700.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$30,700.00			
149092	06/18/2025	Open			Accounts Payable	Linde Inc.	\$10,253.75		
	Invoice		Date	Description		Amount			
	50180313		06/03/2025	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 6.03.25		\$10,253.75			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$10,253.75			
149093	06/18/2025	Open			Accounts Payable	Mark Thomas & Company, Inc.	\$17,792.92		
	Invoice		Date	Description		Amount			
	55701		05/31/2025	23-052 Mark Thomas Task Order 2 for Roads Geer Rd-May 2025		\$17,792.92			
	Paying Fund			Cash Account		Amount			
	115 - Measure A - Roads			115.11000 (Cash)		\$17,792.92			
149094	06/18/2025	Open			Accounts Payable	MAVERICK DATA SYSTEMS	\$500.00		
	Invoice		Date	Description		Amount			
	451		06/10/2025	WARRANT BUILDER SUBSCRIPTION FOR SPECIAL OPS		\$500.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$500.00			

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149095	06/18/2025	Open			Accounts Payable	MME	\$10,824.30		
	Invoice		Date	Description			Amount		
	035696		05/28/2025	FIELD LABOR NOTE: PAT GOES TO TURLOCK AN			\$1,593.15		
	035694		05/28/2025	FIELD LABOR INSTALLATION OF LIFT			\$1,866.99		
	035701		05/28/2025	Repair leaking cylinder on lift			\$2,500.00		
	035703		05/28/2025	035703 - Repair leaking cylinder Mohawk 12K lift			\$2,467.00		
	035699		05/28/2025	Inspections (3) Fleet Shop (9) Bus Shop			\$2,397.16		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			\$2,120.53		
	505 - Fleet			505.11000 (Cash)			\$8,703.77		
149096	06/18/2025	Open			Accounts Payable	MODESTO WINDUSTRIAL	\$69.47		
	Invoice		Date	Description			Amount		
	218997 02		06/06/2025	SRWA Supplies - 3/4 Galv. Pipe			\$69.47		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			\$69.47		
149097	06/18/2025	Open			Accounts Payable	NAPA AUTO PARTS	\$3,526.14		
	Invoice		Date	Description			Amount		
	838973		06/04/2025	244-9240 RAY REMAN STARTER ()			\$94.19		
	839007		06/04/2025	7594R BAT 2YR WTY BAT (170)			\$300.13		
	839048		06/05/2025	71422 GRO TRIANGLE WARNING KIT ()			\$75.04		
	839074		06/05/2025	25-040359SF NBH STRETCH FIT TM BELT (			\$28.32		
	839096		06/05/2025	25-061130 NBH SERPENTINE BELT ()			\$37.50		
	839098		06/05/2025	75XDT800 BAT 2YR WTY BAT			\$479.76		
	839103		06/05/2025	564.46535 NON BATTERY BOX COVER ()			\$150.33		
	839069		06/05/2025	VCJT138 BRG Q			\$50.86		
	839125		06/06/2025	213-3128 RAY REMAN ALTERNATOR ()			\$126.03		
	839128		06/06/2025	AR394 ECH RELAY ()			\$33.91		
	839131		06/06/2025	H6054-N LMP HALOGEN SEALED BEAMS ()			\$10.63		
	839134		06/06/2025	VCJT138 BRG Q			\$280.90		
	839141		06/06/2025	7565 BAT 2YR WTY BAT (170)			\$467.05		
	839147		06/06/2025	2011R MIL LIGHT (M01)			\$65.16		
	839177		06/06/2025	CJT1 3/8 BRG ADAPTER BRG HOUSING (			\$305.15		
	839226		06/09/2025	230084 FIL CABIN AIR FILTER ()			\$30.77		
	839249		06/09/2025	VCJT1 BRG ADAPTER BRG HOUSING ()Credit for Orig 839134			(\$280.90)		
	839256		06/09/2025	IC930 ECH COIL ON PLUG COIL ()			\$462.58		
	839275		06/10/2025	NPF002 NAF 2.5 DEF ()			\$119.38		
	839303		06/10/2025	1356 FIL ENGINE OIL FILTER ()			\$5.53		
	839362		06/10/2025	100050 FIL ENGINE OIL FILTER ()			\$5.92		
	839393		06/11/2025	15958 ATP PLATINUM FILTER KIT ()			\$390.88		
	839408		06/11/2025	1-5960 ATP ATP FILTER ()			\$22.76		
	839390		06/11/2025	7269 BAT NAPA Commercial Battery 6 Month ()			\$264.26		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$883.60		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$727.32		
	246 - Landscape Assessment			246.11000 (Cash)			\$5.53		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$944.88		
	420 - WATER			420.11000 (Cash)			\$413.64		

City of Turlock

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	426 - Transit			426.11000 (Cash)			\$551.17		
149098	06/18/2025	Open			Accounts Payable	Operational Technical Services, LLC	\$7,398.00		
	Invoice		Date	Description		Amount			
	4930		06/01/2025	SRWA - Senior Operator MC 5.28.25 - 6.01.25		\$7,398.00			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		\$7,398.00			
149099	06/18/2025	Open			Accounts Payable	OREILLY AUTO PARTS	\$1,564.46		
	Invoice		Date	Description		Amount			
	2800-148487		06/03/2025	SSB 59PRMJ Core Return		(\$22.00)			
	2800-149425		06/06/2025	DOR 912-746 RELEASE CABL		\$47.28			
	2800-150192		06/09/2025	3014 ACCUMULATOR		\$31.32			
	2800-150254		06/09/2025	56689 AC HOSE ASSY		\$48.83			
	2800-150840		06/11/2025	PSO 710584 OIL SEAL		\$17.23			
	2800-150870		06/11/2025	WR6159 IGN WIRE		\$1,441.80			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$25.28			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$80.15			
	420 - WATER			420.11000 (Cash)		\$1,459.03			
149100	06/18/2025	Open			Accounts Payable	P G & E	\$18,924.24		
	Invoice		Date	Description		Amount			
	701 WLNT 6/10/25		06/10/2025	6224543828-8 / 701 S Walnut Rd		\$110.81			
	CNG 6/10/25		06/10/2025	8466606707-3 / 901 S Walnut Rd CNG		\$745.93			
	WLNT#A 6/10/25		06/10/2025	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station		\$13,185.79			
	FIRE#4 6/11/25		06/11/2025	7556584382-0 / 2820 N Walnut-Fire #4		\$51.93			
	PSF 6/10/25		06/10/2025	8391988340-1 / 244 N Broadway-PSF		\$4,780.74			
	TRANSIT2 6/10/25		06/10/2025	9448303839-7 / 1418 N Golden State Blvd Ste 2		\$22.55			
	TRANSIT1 6/10/25		06/10/2025	0913752739-7 / 1418 N Golden State Blvd Ste 1		\$26.49			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$4,832.67			
	426 - Transit			426.11000 (Cash)		\$13,234.83			
	505 - Fleet			505.11000 (Cash)		\$856.74			
149101	06/18/2025	Open			Accounts Payable	PERMITIUM, LLC	\$5,550.00		
	Invoice		Date	Description		Amount			
	PER00040530		06/11/2025	STANDARD IMPLEMENTATION & ONBOARDING		\$5,550.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$5,550.00			
149102	06/18/2025	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	\$10,064.82		
	Invoice		Date	Description		Amount			
	120420		06/12/2025	Well 35 Grant Assistance - services to May 31, 2025		\$10,064.82			
	Paying Fund			Cash Account		Amount			
	422 - Well Remediation			422.11000 (Cash)		\$10,064.82			
149103	06/18/2025	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	\$756.45		
	Invoice		Date	Description		Amount			
	3041888563		06/05/2025	BB5Z17603A:FRD KIT - JET		\$84.50			
	3042002481		06/07/2025	LB5Z16916B:FRD CABLE ASY - HOOD		\$107.23			

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	3042031215		06/09/2025	5415562:CE SENSOR,OXYGEN			\$407.34		
	3042003348		06/10/2025	FU2Z14S411YA:FRD WIRE ASY			\$78.78		
	3042008872		06/10/2025	BB5Z7827936A:FRD HOUSING			\$78.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$270.33		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$78.78		
	426 - Transit			426.11000 (Cash)			\$407.34		
149104	06/18/2025	Open			Accounts Payable	SCI Consulting Group	\$9,750.00		
	Invoice		Date	Description			Amount		
	SBS11732-AA		05/20/2025	Annual Financial Audit & Audit Reports for 2024			\$9,750.00		
	Paying Fund			Cash Account			Amount		
	117 - Cannabis			117.11000 (Cash)			\$9,750.00		
149105	06/18/2025	Open			Accounts Payable	SEEGERS PRINTING INC	\$1,029.77		
	Invoice		Date	Description			Amount		
	0145804-IN		06/04/2025	EPO PROTECTIVE ORDERS 500			\$357.38		
	0145882-IN		06/05/2025	Business Cards			\$108.63		
	0146045-IN		06/13/2025	#10 WINDOW ENVELOPE ANIMAL SERVICES			\$563.76		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$921.14		
	420 - WATER			420.11000 (Cash)			\$108.63		
149106	06/18/2025	Open			Accounts Payable	STATE OF CALIFORNIA	\$1,077.00		
	Invoice		Date	Description			Amount		
	820075		06/04/2025	MAY FINGERPRINTING 2025			\$1,077.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$1,077.00		
149107	06/18/2025	Open			Accounts Payable	STOMMEL INC DBA LEHR	\$4,832.20		
	Invoice		Date	Description			Amount		
	SI119815		06/04/2025	IONR Whelen ION Series Super-LED Universal Light - Red			\$346.95		
	SI119952		06/06/2025	EV-7001 Patrol Power Timer			\$713.67		
	SI118754		06/09/2025	JY2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD			\$1,885.79		
	SI118756		06/09/2025	JY2AAAA-LEHR Whelen, 56" Justice Lightbar, WC, All Amber, TA, TD			\$1,885.79		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$713.67		
	420 - WATER			420.11000 (Cash)			\$1,885.79		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			\$2,232.74		
149108	06/18/2025	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$405.35		
	Invoice		Date	Description			Amount		
	060725BECCHETTI		06/12/2025	06072025 PAYROLL WITHHOLDING			\$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$405.35		
149109	06/18/2025	Open			Accounts Payable	T I D	\$374,019.37		
	Invoice		Date	Description			Amount		
	052625 1827 Shad		05/26/2025	5637003297 1827 Shadow Park Dr.			\$25.29		
	083201 - JUN 25		06/09/2025	ACC#0832010000 - JUN 2025			\$8,621.52		
	183201 - JUN 25		06/10/2025	ACC#1832010000 - JUNE2025			\$6,928.53		

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	283201 - JUN 25		06/10/2025	ACC#2832010000 - JUN 2025			\$18,477.40		
	383201 - JUN 25		06/10/2025	ACC#3832010000 - JUNE 2025			\$5,029.41		
	483201 - JUN 25		06/10/2025	ACC#4832010000 - JUN 2025			\$211,718.43		
	683201 - JUN 25		06/10/2025	ACC#6832010000 - JUN 2025			\$4,615.41		
	773201 - JUN 25		06/09/2025	ACC#7732010000 - JUN 2025			\$9,596.83		
	873201 - JUN 25		06/09/2025	ACC#8732010000 - JUN 2025			\$7,751.15		
	973201 - JUN 25		06/10/2025	ACC#9732010000 - JUN 2025			\$101,255.40		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$34,099.10		
	205 - Sports Facilities			205.11000 (Cash)			\$4,580.41		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$23,908.30		
	217 - Streets - Gas Tax			217.11000 (Cash)			\$92.67		
	246 - Landscape Assessment			246.11000 (Cash)			\$10,796.00		
	255 - CDBG			255.11000 (Cash)			\$25.29		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$180,014.13		
	416 - Recycled Water Sales			416.11000 (Cash)			\$6,646.79		
	420 - WATER			420.11000 (Cash)			\$110,877.06		
	426 - Transit			426.11000 (Cash)			\$1,197.08		
	505 - Fleet			505.11000 (Cash)			\$1,782.54		
149110	06/18/2025	Open			Accounts Payable	TANK TOWN MEDIA LLC	\$144.00		
	Invoice		Date	Description			Amount		
	95792		06/06/2025	Tracy Press Ad - Laboratory Analyst 6.6.2025			\$144.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$72.00		
	420 - WATER			420.11000 (Cash)			\$72.00		
149111	06/18/2025	Open			Accounts Payable	TOP-TIER COLLISION CENTER, INC.	\$3,150.16		
	Invoice		Date	Description			Amount		
	1011		06/03/2025	AD03-4814 repairs			\$3,150.16		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$3,150.16		
149112	06/18/2025	Open			Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,500.00		
	Invoice		Date	Description			Amount		
	23430		05/31/2025	Consulting Services for May 2025			\$5,500.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$2,750.00		
	420 - WATER			420.11000 (Cash)			\$2,750.00		
149113	06/18/2025	Open			Accounts Payable	TURF STAR	\$203.53		
	Invoice		Date	Description			Amount		
	INV092071		06/03/2025	130-2862: BLADE-25IN, RH			\$102.42		
	INV093911		06/10/2025	121-5162: 121-5162-SET-KEY, IGNITION, 121			\$101.11		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			\$101.11		
	426 - Transit			426.11000 (Cash)			\$102.42		
149114	06/18/2025	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	\$14,439.67		
	Invoice		Date	Description			Amount		
	30918		03/03/2025	SRWA - TID Commissioning Procedures & Normal Operations Feb 2025			\$14,439.67		

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$14,439.67		
149115	06/18/2025	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	\$126.54		
	Invoice		Date		Description		Amount		
	0003029854		05/31/2025		SRWA 6 yd Bin Service June 2025		\$126.54		
	Paying Fund				Cash Account		Amount		
	950 - SRWA - JPA				950.11000 (Cash)		\$126.54		
149116	06/18/2025	Open			Accounts Payable	UMR	\$984.47		
	Invoice		Date		Description		Amount		
	TOSTA JULY 2025		06/01/2025		Retiree Health Premiums July 2025		\$984.47		
	Paying Fund				Cash Account		Amount		
	104 - Payroll Clearing Fund				104.11000 (Cash)		\$984.47		
149117	06/18/2025	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	\$1,239,798.44		
	Invoice		Date		Description		Amount		
	PP2/CP 23-068		04/30/2025		23-068 Roads Program for Construction CIP BP 1- April 2025		\$497,883.16		
	Pay Estimate #8		06/04/2025		23-032 Roads Program CIP-Progress Payment for 5/16-6/4 2025		\$741,915.28		
	Paying Fund				Cash Account		Amount		
	115 - Measure A - Roads				115.11000 (Cash)		\$741,915.28		
	218 - Measure L				218.11000 (Cash)		\$497,883.16		
149118	06/18/2025	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	\$14,969.57		
	Invoice		Date		Description		Amount		
	53053474		05/28/2025		SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 5.28.25		\$14,969.57		
	Paying Fund				Cash Account		Amount		
	450 - SRWA - Operations				450.11000 (Cash)		\$14,969.57		
149119	06/18/2025	Open			Accounts Payable	VERIZON WIRELESS	\$4,148.61		
	Invoice		Date		Description		Amount		
	6115157245		06/03/2025		Human Relations Verizon 5/4/25-6/3/25		\$41.36		
	6115157246		06/03/2025		POLICE MAY 04 - JUN 03		\$4,065.89		
	6112647920		05/03/2025		Human Relations Verizon 4/4/25-5/3/25		\$41.36		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$4,148.61		
149120	06/18/2025	Open			Accounts Payable	Vestis Group Inc DBA Vestis Services LLC	\$4,375.34		
	Invoice		Date		Description		Amount		
	27274968		05/31/2025		5510 NV Custom Emblem		\$136.04		
	5/31/25		05/31/2025		UNIFORM RENTAL & LAUNDRY SERVICES - MAY 2025		\$4,239.30		
	Paying Fund				Cash Account		Amount		
	110 - General Fund				110.11000 (Cash)		\$1,193.44		
	205 - Sports Facilities				205.11000 (Cash)		\$145.73		
	217 - Streets - Gas Tax				217.11000 (Cash)		\$172.64		
	246 - Landscape Assessment				246.11000 (Cash)		\$268.19		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$1,218.79		

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149121	420 - WATER			420.11000 (Cash)			\$278.03		
	426 - Transit			426.11000 (Cash)			\$121.28		
	450 - SRWA - Operations			450.11000 (Cash)			\$519.40		
	505 - Fleet			505.11000 (Cash)			\$457.84		
	06/18/2025	Open			Accounts Payable	Viking Shred, LLC	\$240.00		
149122	Invoice		Date	Description		Amount			
	51155184		06/03/2025	CITY WIDE SHREDDING - JUNE 2025		\$240.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$240.00			
149123	06/18/2025	Open			Accounts Payable	WAYNE BOYER DBA MOTOPOST USA	\$4,827.62		
	Invoice		Date	Description		Amount			
	1553		06/03/2025	TRAFFIC OFFICER MOTOR UNIFORMS		\$4,827.62			
	Paying Fund			Cash Account		Amount			
	206 - Traffic Safety			206.11000 (Cash)		\$4,827.62			
149124	06/18/2025	Open			Accounts Payable	WEST YOST & ASSOCIATES INC.	\$15,257.50		
	Invoice		Date	Description		Amount			
	2062951		05/09/2025	SRWA - Program Mgmt Services for 2024-25 April 2025		\$15,257.50			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		\$15,257.50			
149125	06/18/2025	Open			Accounts Payable	WEXBANK	\$83.46		
	Invoice		Date	Description		Amount			
	105420311		06/15/2025	SHELL FUEL 6-15-25		\$83.46			
	Paying Fund			Cash Account		Amount			
149126	110 - General Fund			110.11000 (Cash)		\$83.46			
	06/18/2025	Open			Accounts Payable	Bublak, Amy	\$1,239.17		
	Invoice		Date	Description		Amount			
	TR5146 Per Diem		05/20/2025	TR5146-ACEC Eng Award - Bublak		\$1,239.17			
	Paying Fund			Cash Account		Amount			
149127	110 - General Fund			110.11000 (Cash)		\$1,239.17			
	06/18/2025	Open			Accounts Payable	CROXEN, RAYMOND	\$500.00		
	Invoice		Date	Description		Amount			
	TR 5147 PER DIEM		06/03/2025	ICI HOMICIDE INV, 7/6/25-7/18/25, MCCLELLAN		\$500.00			
149128	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$500.00			
	06/18/2025	Open			Accounts Payable	DHAMI, JESSIE	\$700.00		
	Invoice		Date	Description		Amount			
149129	FY24/25-PROF DEV		06/12/2025	Professional Development FY 24/25		\$700.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$700.00			
	06/18/2025	Open			Accounts Payable	FasTrak Invoice Processing Department	\$8.00		
	Invoice		Date	Description		Amount			
149130	I712533230884		06/10/2025	Bridge Toll Invoice for V #6009-TR 5140		\$8.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$8.00			

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149129	06/18/2025	Open			Accounts Payable	FasTrak Invoice Processing Department	\$8.00		
	Invoice		Date		Description	Amount			
	I712284310827		05/28/2025		Bridge Toll Invoice for V #6007	\$8.00			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$8.00			
149130	06/18/2025	Open			Accounts Payable	Fiez, Nichole	\$107.50		
	Invoice		Date		Description	Amount			
	Meeting Reimb		06/02/2025		Meeting Reimb 6/2/2025	\$107.50			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$107.50			
149131	06/18/2025	Open			Accounts Payable	FORTADO, AMANDA	\$600.00		
	Invoice		Date		Description	Amount			
	FY24/25PRFDEV-AF		06/09/2025		FY 24/25 PROFESSIONAL DEVELOPMENT REIMBURSEMENT	\$600.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$600.00			
149132	06/18/2025	Open			Accounts Payable	GONSALVES, ANGELICA	\$84.46		
	Invoice		Date		Description	Amount			
	REIMB TR 5138		06/10/2025		Miscellaneous -TYLER CONNECT 2025 SAN ANTONIO 5/11-5/14/25	\$84.46			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$84.46			
149133	06/18/2025	Open			Accounts Payable	GOVERNMENT SOCIAL MEDIA LLC	\$179.00		
	Invoice		Date		Description	Amount			
	2025-210019618		06/10/2025		ADVANCED CONTENT STRATEGIES, 7/10/25, ONLINE FOR DSANCHEZ	\$179.00			
	Paying Fund				Cash Account	Amount			
	110 - General Fund				110.11000 (Cash)	\$179.00			
149134	06/18/2025	Open			Accounts Payable	RODRIGUEZ, RAUL	\$384.00		
	Invoice		Date		Description	Amount			
	TR#5141 - RAUL		06/11/2025		PER DIEM - TR# 5141- Mitch's Backflow Recert - Sacramento, CA	\$384.00			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$384.00			
149135	06/18/2025	Open			Accounts Payable	SMITH, MICHAEL	\$384.00		
	Invoice		Date		Description	Amount			
	TR#5141- SMITH		06/11/2025		PER DIEM - TR# 5141- Mitch's Backflow Recert - Sacramento, CA	\$384.00			
	Paying Fund				Cash Account	Amount			
	420 - WATER				420.11000 (Cash)	\$384.00			
149136	06/18/2025	Open			Accounts Payable	Tejeda, Juan	\$358.45		
	Invoice		Date		Description	Amount			
	24-25ProfDev		06/06/2025		2024-25 Professional Development	\$358.45			
	Paying Fund				Cash Account	Amount			
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$179.22			
	420 - WATER				420.11000 (Cash)	\$179.23			

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
149137	06/18/2025	Open			Accounts Payable	TRUJILLO, GERARDO	\$82.73		
	Invoice		Date	Description		Amount			
	DEMAND-GTRUJILLO		06/11/2025	CACEO MODULE TWO, LOS BANOS - LUNCH REIMBURSEMENT		\$82.73			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		\$82.73			
149138	06/18/2025	Open			Accounts Payable	ALLEGIANCE INDUSTRIAL SUPPLY, LLC	\$3,697.56		
	Invoice		Date	Description		Amount			
	INV6312		05/14/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$79.30			
	INV6669		06/05/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$449.99			
	INV6671		06/05/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$1,124.27			
	INV6640		06/04/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$239.52			
	INV6446		05/23/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$923.31			
	INV6584		05/30/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$881.17			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$3,697.56			
149139	06/18/2025	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	\$2,522.26		
	Invoice		Date	Description		Amount			
	37225608		03/26/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$194.35			
	36490518a		01/09/2025	SHIPPING & RECEIVING GENERAL SUPPLIES		\$42.84			
	37198502		03/24/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$24.51			
	37653743		05/07/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$86.01			
	37787102		05/20/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$24.51			
	37787103		05/20/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$27.81			
	37651143		05/07/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$1,461.02			
	37799043		05/21/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$484.76			
	37841588		05/27/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$65.04			
	37905214		06/02/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$103.23			
	37919611		06/03/2025	JANITORIAL PAPER & CLEANING SUPPLIES		\$8.18			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		\$2,522.26			

Type Check Totals:
AP - Accounts Payable Totals

91 Transactions

\$2,019,243.47

Payment Register

From Payment Date: 6/13/2025 - To Payment Date: 6/19/2025

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$2,012,369.78	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$6,873.69	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	91	\$2,019,243.47	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$2,012,369.78	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$6,873.69	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	91	\$2,019,243.47	\$0.00	
Grand Totals:									
				Checks	Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$2,012,369.78	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$6,873.69	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	91	\$2,019,243.47	\$0.00	
				All	Status	Count	Transaction Amount	Reconciled Amount	
					Open	89	\$2,012,369.78	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	2	\$6,873.69	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	91	\$2,019,243.47	\$0.00	

City Council Meeting Minutes



June 24, 2025

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 6:01 PM.

2. **SALUTE TO THE FLAG**

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

Present: Councilmembers Cassandra Abram, Erika Phillips, Vice Mayor Rebecka Monez, and Mayor Amy Bublak

Absent: Councilmember Kevin Bixel

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak
None	Absent	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 4/0 by the following vote:

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

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

A. Proclamation: Genesis Comfort Dog - 2025 Senate District 4 City of Turlock Non-Profit of the Year (Bublak)

Mayor Bublak presented a proclamation and certificate to Genesis the Comfort Dog and owners Ron and Pam Youngdale. Mayor was joined by Joey Chavez, a representative from Senator Alvarado-Gil's office, as well as Justin Farkas, a representative from Assemblyman Juan Alanis' office, who also presented proclamations and certificates.

B. Proclamation: Parks and Recreation Month (Packwood)

Municipal Services Director Fisher presented the proclamation for Parks and Recreation Month.

6. **PUBLIC PARTICIPATION**

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

Milt Trieweller
Lynn Sarraile
John Sarraile
Ron Bridegroom

CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025

Ann Strahm
Justin Farkas
Joey Chavez
Cathy Doo
Bob Puffer
Donna Ensly
Mary Jackson
Brett Forray
Calvin Grisdoll
Sandy Singh
Julie Fox
John Gabelon

With no further comments, Mayor Bublak closed public comment.

7. CONSENT CALENDAR

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

Milt Triewweiler spoke on item 7I
Bob Puffer spoke on item 7G

With no further comments, Mayor Bublak closed public comment.

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

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

- A. Motion: Accepting the Weekly demands of May 30, 2025 through June 5, 2025 in the amount of \$1,386,676.74, June 6, 2025 through June 12, 2025 in the amount of \$3,817,320.60, AP EFT April 2025 in the amount of \$189,907.68, and the Investment and Cash Report for May 2025 in the amount of \$327,099,697.28
Action: Approved Motion
- B. Motion: Accepting the Minutes of the June 10, 2025 Regular City Council Meeting
Action: Approved Motion
- C. Motion: Waiving Reading of Title and Text of All Ordinances Included in the Agenda
Action: Approved Motion
- D. Resolution: Authorize the Interim City Manager to approve payment to the Central San Joaquin Valley Risk Management Authority (CSJVRMA) for the Fiscal Year 2025-2026 annual renewal of the Pooled Liability Program in the amount of \$2,847,097; Low Value Vehicle Coverage in the amount of \$980; Employee Assistance Program in the amount of \$10,320 and General Administration costs of \$24,430 for a total amount of \$2,882,828 (Loehr)
Action: Approved Resolution No. 2025-102

CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025

- E. Resolution: Authorize the Interim City Manager to approve payment to Winton-Ireland Strom & Green Insurance Agency, Inc., to procure insurance coverage and execute insurance agreements on behalf of the City for the Fiscal Year 2025-2026 annual renewal of Airport Liability Insurance in the amount of \$5,600; Cyber Liability Insurance in the amount of \$43,382.03; Employment Practices Liability Insurance in the amount of \$57,094; Excess Workers' Compensation Insurance in the amount of \$156,681; Property Insurance, High Value Vehicle and Equipment Insurance, Crime Insurance and Bonds in the amount of \$320,224; and Sexual Misconduct and Molestation Liability Insurance in the amount of \$20,636. (Loehr)
Action: Approved Resolution No. 2025-103
- F. Resolution: Approving the purchase of one (1) Ford F-350 Flatbed with Liftgate from Rush Truck Centers of California, Inc pursuant to the Sourcwell Contract No. 032824-RTG, in an amount not to exceed \$87,222 expensed to Fund 219 "SB1 Road Maint & Rehab Account" in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing use of joint, cooperative, or leveraged purchasing plans and not requiring an additional City bid procedure (Barr)
Action: Approved Resolution No. 2025-104
- G. Resolution: Authorizing the City Manager to approve Amendment No. 1 between Opt Health, Inc. and the City of Turlock, in an amount not to exceed \$56,000 for a health optimization plan for public safety employees (Hedden)
Action: Approved Resolution No. 2025-105
- H. Resolution: Declaring the Intention to Order Annexation No. 37 for the properties located at 905 Flower Street (Stanislaus County Assessor's Parcel 061-004-006) and 300 N. Soderquist Road (Stanislaus County Assessor's Parcel 061-003-040) to Existing Community Facilities District No. 2 (Services Mitigation) (Werner)
Action: Approved Resolution No. 2025-106
- I. Resolution: Approving a ten-year Memorandum of Understanding (MOU) with Stanislaus County for continued delivery of solid waste to the Fink Road Landfill and authorizing the Interim City Manager to execute the MOU (Tejeda)
Action: Approved Resolution No. 2025-107
- J. Motion: Accepting improvements for City Project No. 20-032 "Chemical Systems Upgrades Project at RWQCF" and authorizing the City Engineer to file a Notice of Completion (Morris)
Action: Approved Motion
- K. Resolution: Approving an agreement (City Contract No. 2026-011) with Univar Solutions USA LLC, pursuant to the Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 11-2025, for the supply and delivery of Sodium Bisulfite, commencing July 1, 2025, for a period of one (1) year, in a total not-to-exceed amount of \$235,000, for the Municipal Services Department, to be expensed from Fund 410 "Water Quality Control," 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 (Huff)
Action: Approved Resolution No. 2025-108

CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025

- L. Resolution: Approving an agreement (City Contract No. 2026-009) with Polydyne, Inc., in response to RFB No. 24-026, for the supply and delivery of Anionic Emulsion Polymer for a period of one (1) year, with two (2) additional one-year options to extend, in a total not-to-exceed amount of \$150,000, to be expensed from Fund 410 "Water Quality Control" (Huff)
Action: Approved Resolution No. 2025-109
- M. Resolution: Approving an agreement (City Contract No. 2026-013) with Pencco, Inc., pursuant to the Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 06-2025, for the supply and delivery of Ferric Chloride, commencing on July 1, 2025, for a period of one (1) year, in a total not-to-exceed amount of \$175,000, for the Municipal Services Department, to be expensed from Fund 410 "Water Quality Control" and Fund 420 "Water," 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 (Huff)
Action: Approved Resolution No. 2025-110
- N. Resolution: Approving an agreement (City Contract No. 2026-008) with Polydyne, Inc., in response to RFB No. 24-025, for the supply and delivery of Cationic Emulsion Polymer for a period of one (1) year, with two (2) additional one-year options to extend, in a total not-to-exceed amount of \$350,000, to be expensed from Fund 410 "Water Quality Control" (Huff)
Action: Approved Resolution No. 2025-111
- O. Resolution: Approving an agreement (City Contract No. 2026-010) with Univar Solutions USA LLC, pursuant to the Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 13-2025, for the supply and delivery of Sodium Hypochlorite, commencing on July 1, 2025, for a period of one (1) year, in a total not-to-exceed amount of \$4,000,000, for the Municipal Services Department, to be expensed from Fund 410 "Water Quality Control," and Fund 420 "Water," and 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 (Huff)
Action: Approved Resolution No. 2025-112
- P. Resolution: Approving an agreement (City Contract No. 2026-014) with Chemtrade Chemicals Corporation US LLC, pursuant to the Bay Area Chemical Consortium (BACC) cooperative agreement Bid No. 01-2025 for the supply and delivery of Aluminum Sulfate, commencing July 1, 2025, for a period of one (1) year, in a total not-to-exceed amount of \$196,624, 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 (Estrada)
Action: Approved Resolution No. 2025-113
- Q. Resolution: Approving Amendment No. 1 (City Contract 2025-014) with Pacific Star Chemical, LLC dba Northstar Chemical for the supply of Ferric Chloride, Sodium Hydroxide, and Sulfuric Acid chemicals in the amount of \$200,000 for a revised total compensation not to exceed \$300,000 and to extend the term to be funded by Fund 420 "Water" (Guerrero)
Action: Approved Resolution No. 2025-114
- R. Resolution: Authorizing the Interim City Manager to execute a Measure L Master Funding

CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025

Agreement, in a form approved by the City Attorney, with Stanislaus Council of Governments for Fiscal Years 2025 - 2030 (Fisher)

Action: Approved Resolution No. 2025-115

- S. Resolution: Declaring the intention to order the dissolution of the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042 (Morris)
Action: Approved Resolution No. 2025-116
- T. Resolution: Authorizing the Interim City Manager to execute the renewal of the City's email protection software, Proofpoint, for an additional three years, in an amount not to exceed \$114,698.54, contingent on the availability of budgeted funds in 501 "Information Technology" expense account "Computer Maintenance." (Showalter)
Action: Approved Resolution No. 2025-117
- U. Resolution: Approving an Agreement with GovernmentJobs.com, Inc. (DBA "NEOGOV"), in a form approved by the City Attorney to provide online employment application and tracking services utilizing Candidate Text Messaging, Insight, Custom Employee Integration and Onboard, covering a three (3) year period effective July 1, 2025 through June 30, 2028, in a total maximum not to exceed contract amount of \$116,044.74 to be paid from fund 110-10-109.43060_038 "Contract Services NeoGov-GovernmentJobs.Com" (Dhami)
Action: Approved Resolution No. 2025-118
- V. Resolution: 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, 2025 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 110-10-109.43010 "Contract Attorney" (Dhami)
Action: Approved Resolution No. 2025-119
- W. Resolution: Approving a Self-Insured Claims Administration Agreement with Keenan & Associates to Administer Workers' Compensation Claims and Provide Risk Management Services related to the Workers' Compensation Program, covering a three (3) year period effective July 1, 2025 through June 30, 2028, in a total maximum not to exceed contract amount of \$403,466 to be paid from Workers Compensation Fund 510, expense account number 510-10-150.43192 "Premiums" (Dhami)
Action: Approved Resolution No. 2025-120
- X. Resolution: Approving revisions to the job description and salary range for Police Support Operations Manager from range 35.1 to 38.1 and amend the Management Salary Schedule effective June 24, 2025 and appropriate \$20,767 to 118-20-205 "Measure A, Police Support Operations" to full-time salary and various benefit expense accounts for Fiscal Year 2025-2026 (Dhami)
Action: Approved Resolution No. 2025-121
- Y. Resolution: Approving Amendment No. 2 with LeaderGov LLC (City Contract 2025-113) to include monthly consulting services to the Executive team and City Manager to assist with

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025**

developing detailed City operational goals and an 8-month Leadership Development training in the amount of \$46,500, bringing the revised contract total to \$82,400, to be funded by the existing Human Relations Department general fund (Dhami)

Action: Approved Resolution No. 2025-122

8. FINAL READINGS

- A. Second and final reading of an ordinance amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2025-01 (Planned Development 2850] at 3130 E. Tuolumne Road, Stanislaus County APN 073-016-007; Establishing Conditions of Approval for Planned Development 285 at 3130 E. Tuolumne Road, Stanislaus County APN 073-016-007 (Quintero)

Recommended Action:

Ordinance: Second and final reading of an ordinance amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2025-01 (Planned Development 285)] at 3130 E. Tuolumne Road, Stanislaus County APN 073-016-007

Resolution: Establishing Conditions of Approval for Planned Development 285 at 3130 E. Tuolumne Road, Stanislaus County APN 073-016-007

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

Action: Approved Ordinance 1331-CS
Approved Resolution No. 2025-123

Approval of the aforementioned item, motioned by Vice Monez, seconded by Councilmember Abram, and carried 4/0 by the following vote:

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

9. PUBLIC HEARINGS

10. ACTION ITEMS

- A. Approving the amendments to the Public Service Grant agreements in a form approved by the City Attorney funded through the Community Development Block Grant (CDBG) for Fiscal Year 2025-2026 with United Samaritans Foundation, City of Turlock Public Works Division, Center for Human Services, Healthy Alternatives to Violent Environments (HAVEN), and Project Sentinel in the amount of \$20,000 divided equally, for an individual amount of \$4,000 each, and authorizing the Interim City Manager or designee to execute all related and necessary documents. (Figueroa)

CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025

Recommended Action: Resolution: Approving the amendments to the Public Service Grant agreements in a form approved by the City Attorney funded through the Community Development Block Grant (CDBG) for Fiscal Year 2025-2026 with United Samaritans Foundation, City of Turlock Public Works Division, Center for Human Services, Healthy Alternatives to Violent Environments (HAVEN), and Project Sentinel in the amount of \$20,000 divided equally, for an individual amount of \$4,000 each, and authorizing the Interim City Manager or designee to execute all related and necessary documents.
Housing Program Manager Figueroa presented the item.

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

Milt Trieweiler

With no further comments, Mayor Bublak closed public comment.

Councilmember Abram initiated a motion to amend the resolution to reflect an allocation of \$12,000.00 for We Care, remove the City of Turlock Public Works Division as a recipient of funds, and allocate an individual amount of \$4000.00 to United Samaritans Foundation, Center for Human Services, Healthy Alternatives to Violent Environments (HAVEN), and Project Sentinel, which was seconded by Vice Mayor Monez.

Approval of the aforementioned item, motioned by Councilmember Abram, seconded by Vice Mayor Monez, and failed 1/3 by the following vote:

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

Vice Mayor Monez initiated a motion to amend the resolution to reflect the removal of the City of Turlock Public Works Division as a recipient of funds and allocate an individual amount of \$5000.00 to United Samaritans Foundation, Center for Human Services, Healthy Alternatives to Violent Environments (HAVEN), and Project Sentinel, which was seconded by Councilmember Phillips.

Action: Approved Resolution No. 2025-124

Approval of the aforementioned item, motioned by Vice Mayor Monez, seconded by Councilmember Phillips, and carried 3/1 by the following vote:

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

- B. Adopting local goals and policies concerning districts formed pursuant to the Mello-Roos Community Facilities Act of 1982; Adopting a Resolution of Intention with respect to the formation of proposed City of Turlock Community Facilities District No. 3 (Maintenance Services) (Fisher)

CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025

Recommended Action:

Resolution: Adopting local goals and policies concerning districts formed pursuant to the Mello-Roos Community Facilities Act of 1982

Resolution: Adopting a Resolution of Intention with respect to the formation of proposed City of Turlock Community Facilities District No. 3 (Maintenance Services)

City Engineer Morris presented the item in collaboration with Wildan Financial Services consultant Mike Medve.

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

Milt Triewailer
John Gabelon

With no further comments, Mayor Bublak closed public comment.

Action: Approved Resolution No. 2025-125
Approved Resolution No. 2025-126

Approval of the aforementioned item, motioned by Vice Mayor Monez, seconded by Councilmember Abram, and carried 4/0 by the following vote:

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

C. Adopting the City of Turlock Fiscal Year 2025-2026 General and Non-General Fund Budgets (Moreno)

Recommended Action: Resolution: Adopting the City of Turlock Fiscal Year 2025-2026 General and Non-General Fund Budgets
Finance Director Moreno presented the item.

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

Milt Triewailer

With no further comments, Mayor Bublak closed public comment.

Action: Approved Resolution No. 2025-127

Approval of the aforementioned item, motioned by Councilmember Abram, seconded by Vice Mayor Monez, and carried 4/0 by the following vote:

Councilmember Abram	Councilmember Bixel	Vice Mayor Monez	Councilmember Phillips	Mayor Bublak

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025**

Yes	Absent	Yes	Yes	Yes
-----	--------	-----	-----	-----

- D. Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Fiscal Year 2025-2026 Appropriation Limit for the City of Turlock (Moreno)

Recommended Action: Resolution: Making certain findings and determinations in compliance with Section XIII.B of the California Constitution and Section 7910 of the California Government Code and setting the Fiscal Year 2025-2026 Appropriation Limit for the City of Turlock

Finance Director Moreno presented the item.

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

Action: Approved Resolution No. 2025-128

Approval of the aforementioned item, motioned by Vice Mayor Monez, seconded by Councilmember Abram, and carried 4/0 by the following vote:

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

11. CITY MANAGER REPORTS/UPDATES

Interim City Manager Borrego reminded the public of the Fourth of July parade on Friday, June 27, 2025 and invites all to attend.

12. COUNCILMEMBER COMMENTS, ANNOUNCEMENTS AND FUTURE ITEMS

Councilmember Abram hopes everyone is able to attend and will enjoy the Fourth of July parade. In addition, she praised the Public Safety unit for educating the community with their social media posts about safe fireworks and provided the non-emergency phone number, (209) 668-1200, as a precaution.

Councilmember Phillips advised she and Mayor Bublak recently visited the neighborhood of Donnelly Park to view the renovated roads and connect with the neighbors. She advised they received a great deal of positive feedback and she would like to thank the City of Turlock for completing that project.

Mayor Bublak advised additional roads are to be renovated in the near future. Mayor also mentioned she will be in attendance at the Fourth of July parade and hopes to see everyone there.

13. CLOSED SESSION

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

**CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING MINUTES
Tuesday, June 24, 2025**

legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency.”

Potential Case(s): Two (2)

B. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)

“Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation.”

Agency Designated Representative: Interim City Manager, Sue Borrego

Employee Organization: Turlock Management Association-Public Safety

14. REPORTS FROM CLOSED SESSION

None

15. ADJOURNMENT

Mayor Bublak adjourned the meeting at 7.58 PM.

Respectfully Submitted,

Christina Cabada, City Clerk Trainee

City Council Staff Report

July 8, 2025



From: Nichole Fiez, City Clerk
Prepared by: Nichole Fiez, City Clerk
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

That the City Council waive the reading of the title and text of all ordinances included in the agenda.

2. DISCUSSION OF ISSUE:

The City of Turlock is a general law city formed under the laws of the State of California. With respect to the adoption of ordinances, the City adheres to the requirements set forth in the Government Code. In accordance with Government Code Section 34934, the title of each ordinance is included on the published agenda and a copy of the full ordinance has been available to the public online on the City's website and will be available in print at the meeting prior to the introduction or passage of the ordinance. Unless required, the full reading of the title and text of all ordinances is waived.

3. BASIS OF RECOMMENDATION:

None

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

None

8. ALTERNATIVES:

None

9. ATTACHMENTS:

None

City Council Staff Report

July 8, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Fred Pezeshk, P.E., Roads Program Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving Amendment No. 14 for Task Order No. 7 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc. (Fresno, California office) for Construction Management and Inspection Services for the City of Turlock's Roads Initiative Program in the amount of \$98,219.92 to be funded by Fund 115 "Measure A – Roads" for City Project No. 23-052 as "NV5 CM Task Order No. 7 for City Project No. 23-052"

2. DISCUSSION OF ISSUE:

On February 27, 2024, the City Council approved a Master Agreement for Construction Management and Inspection Services with NV5, Inc. (City Contract No. 2024-111). The Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of the Master Agreement.

Scope of services for construction management and inspection is described in three (3) activity components: Pre-Construction, Construction Management and Inspection, and Post-Construction. "Pre-Construction" activities ensure that the projects are properly set up and organized in the lead-up to start of construction. Activities such as constructability reviews, file reviews and set-up, scheduling, and pre-construction conference with the contractor take place during this stage. "Construction Management and Inspection" activities during the actual construction of the projects will ensure, in general, that the contractor is complying with the contractual requirements, that the work is constructed in compliance with the bid documents, that the quantities of work are measured accurately for proper payment to the contractor, and that issues encountered in the field are resolved in a timely fashion. "Post-Construction" activities ensure that as-built plans are prepared to document and accurately reflect the project as actually constructed and that contract records are adequately and properly organized and complete.

On August 22, 2023, the City Council approved Task Order No. 2, as an Amendment under the terms of the Master Agreement for Engineering Design Services between the City of Turlock and Mark Thomas & Company, Inc., for the rehabilitation of Geer Road corridor, up to the 30% design development stage, from N. Golden State Blvd. to Taylor Road. Then, on June 11, 2024, the City Council approved Task Order No. 2A for the development of the final design for the Geer Road corridor rehabilitation.

Since the design is still ongoing, critical items such as the final scope of construction work, the engineer's estimate of construction costs, sequencing of construction, and number of working days are not yet available. Therefore, the proposed amendment for construction management and inspection services only includes the scope and fee for "Pre-Construction"

activities. Once the design phase has progressed to a stage where sufficient information is available to develop a detailed scope of services, an amendment will be presented to the City Council for consideration and approval of the scope of services and fee associated with “Construction Management and Inspection” and “Post-Construction Services” activities.

“Pre-Construction” activities will commence shortly after approval of the proposed amendment and will continue through the start of construction.

3. BASIS OF RECOMMENDATION:

- A. The proposed Amendment is essential to ensuring that adequate resources are available for advancing the construction of Roads Program Capital Improvement Projects.
- B. This action is consistent with Council’s stated goal of utilizing Measure A revenues to expedite road repair projects.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The fiscal impact of the proposed action will be \$98,219.92 which will be funded by Fund 115 “Measure A – Roads”, account number 115-10-115.43327 “Construction Management.”

Appropriate funds have been allocated during the Fiscal Year 2025-2026 budget process to cover this amendment.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Approving the amendment for the task order described above will not have a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the proposed action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) because it consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

- A. Council could choose not to approve Amendment No. 14 to the Master Agreement with NV5, Inc. Staff does not recommend this alternative as it is essential to ensure that adequate resources are made available for management and inspection of construction activities and to avoid delaying the construction.
- B. Provide staff with direction on how to proceed.

9. ATTACHMENTS:

1. Amendment No. 14 for Task Order No. 7 under the terms of the Master Agreement (City Contract No. 2024-111) with NV5, Inc.



AMENDMENT NO. 14 FOR TASK ORDER NO. 7
Under the Terms of the
MASTER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
NV5, INC.
for
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
City Contract No. 2024-111

City Project No. 23-052

THIS AMENDMENT NO. 14 for Task Order No. 7 under the terms of City Contract No. 2024-111 is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and NV5, INC., a California corporation ("Professional"), on this _____ day of _____ 2025 (the "Effective Date of Task Order No. 7"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Amendment No. 14.

WHEREAS, the Parties hereto previously entered into a Master Agreement (City Contract No. 2024-111) dated February 27, 2024, for Construction Management and Inspection Services for Roads Program Capital Improvement Program (CIP) Projects ("Agreement"); and

WHEREAS, Construction Management and Inspection Services comprise three (3) components: Pre-Construction, Construction Management and Inspection, and Post-Construction; and

WHEREAS, Agreement stipulates that the scope of services and fees associated with specific projects will be agreed upon through task orders approved under the terms of Agreement by a written amendment to the Agreement; and

WHEREAS, City desires that Professional provide Pre-Construction services for City Project No. 23-052 as "NV5 CM Task Order No. 7 for City Project No. 23-052;" and

WHEREAS, Pre-Construction services will commence shortly after approval of the proposed Amendment No. 14 and will continue through the start of construction; and

WHEREAS, Amendment No. 14 for Task Order No. 7 provides for the scope of services and associated fees for said City Project.

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

1. **Exhibit O**, attached hereto and incorporated herein by reference, is hereby added to the Agreement.

2. Recital B of the Agreement is amended to read as follows:

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 **Exhibits A through O** 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.

3. Recital C of the Agreement is amended to read as follows:

C. The Parties anticipate that one or more projects for Services shall be determined through creation of a Task Order as a City-requested modification of services under Section 5.2 of this Agreement which shall be approved by written amendment to this Agreement. The Parties shall outline the schedule or timeline for providing the Services agreed upon under each Task Order ("Completion Schedule"), which shall be included in one or more written amendments to this Agreement. Such Completion Schedule is included in **Exhibit O**.

4. Recital D of the Agreement is amended to read as follows:

D. The Parties shall outline the rates and method of payment to Professional for its performance of the Services under this Agreement as determined under each Task Order ("Compensation Schedule"), which shall be included in one or more written amendments to this Agreement. Such Compensation Schedule is included in **Exhibit O**.

5. Section 5 of the Agreement is amended to read as follows:

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibits A through O**. Any request for Services not included in **Exhibits A through O** 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 **Exhibits A through O**. 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.

6. Section 6 of the Agreement is amended to read as follows:

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 for each Task Order within each Amendment to the Agreement. Each Compensation Schedule shall include an exhibit based on Exhibit 10-H of Caltrans Local Assistance Procedures Manual (LAPM). Professional will be allowed to include an amount for the anticipated salary increases as calculated per Exhibit 10-H. City's total compensation to Professional shall not exceed the cumulative amount resulting from each Task Order with each approved Amendment to the Agreement. The compensation for Amendment No. 14 shall not exceed Ninety-Eight Thousand Two-Hundred-Nineteen Dollars and Ninety-Two Cents (\$98,219.92) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

7. **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 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.
8. All other terms and conditions of the Agreement shall remain in full force and effect for the Term of the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 14 to be executed by and through their respective officers thereunto duly authorized.

PROFESSIONAL

NV5, INC., a California corporation

Lori Goodwin

By: _____
Lori Goodwin, Vice President

Date 06/10/2025

CITY

**City of Turlock, a California
municipal corporation**

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher,
Municipal Services Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

SCOPE OF CONSULTANT SERVICES

***CITY OF TURLOCK ROADS PROGRAM CIP PROJECTS
TASK ORDER #7 (PROJECT NO. 23-052)
PRE-CONSTRUCTION SERVICES
City of Turlock***

DESCRIPTION OF PROJECT

Provide pre-construction project management services for the City of Turlock Roads Program CIP Project 23-052 (Geer Road Pavement Rehabilitation). The project will be delivered in two or three separate bid packages.

NV5 shall furnish a licensed Civil Engineer as Resident Engineer during the pre-construction period. NV5 will also provide support staff, as needed, during the pre-construction period.

The Resident Engineer shall be responsible for coordination with the City of Turlock and shall act as the key point of contact with the City. The Resident Engineer shall also be responsible for coordination of the Construction Management staff and will oversee the daily interaction with the Contractor, the City, and other public agencies.

NV5 shall complete the following pre-construction services:

Task 1: Pre-Construction Services

Task 1.1 Constructability Review

Objectives:

1. Achieve a full understanding of the project plans and specifications.
2. Identify potential discrepancies in the contract documents and recommend solutions to the Owner.

Description:

NV5 takes pride in their role in constructability reviews of project plans and specifications prior to advertisement for bids. Our constructability reviews provide an opportunity to offer input from a construction perspective to produce an improved set of plans and specifications and ultimately a more cost-effective project for the Owner. Our experience has shown that these constructability reviews lead to lower bids, reduced owner risks, fewer change orders, and fewer claims.

We utilize an 18-page constructability review spreadsheet that was developed in-house and is routinely updated based on lessons learned from our vast array of project experience. As part of the review process, we will review the plans and specifications to verify that the design as presented is complete and clear, poses no construction conflicts, and is economically feasible to build. We review contract documents from the contractor's point of view. In general, we look for missing details, ambiguous or contradictory information, physical conflicts, and impractical constraints. Some of the general questions we ask are:

- Are the plans complete and free of conflict?
- Is there sufficient information for the contractor to build the project?
- Are the staging or traffic handling plans feasible?
- How will the contractor be paid?

In addition to identifying potential issues, we review the plans and specifications in an attempt to identify potential opportunities to accelerate construction or improve the contractor's efficiencies. We thoroughly review the project staging to see if it can be modified or combined without affecting the overall objectives. We rely on our vast experience working closely with numerous agencies and contractors over the years to develop ideas that will benefit the project.

When potential issues or opportunities are identified, we will work with the City and the project's designers to develop possible solutions and if necessary, implement plan changes or bid package addenda in a timely manner so as not to delay bid opening.

Deliverables:

Constructability review spreadsheet.

Task 1.2 Contractor Prequalification

Objectives:

1. Manage the contractor pre-qualification process in compliance with DIR's guidelines.

Description:

NV5 will manage the contractor pre-qualification process using the procedures described in the DIR's Public Works Pre-Qualification of Contractors process. We will ensure each prospective bidding contractor submits the DIR's Pre-Qualification of Contractors Model Questionnaire. The questionnaires will be reviewed by the NV5 team, and each contractor will be scored utilizing the DIR's Public Works Pre-Qualification of Contractors Scoring Worksheet. The results will be shared and reviewed with the City to make the final determination of which contractors are prequalified for the right to bid.

Deliverables:

Public Works Pre-Qualification of Contractors Scoring Worksheets.

Task 1.3 File Review

Objectives:

1. Review project files, including existing plans, quantity calculations, geotechnical reports, pavement design, etc.

Description:

During the pre-construction phase, NV5 will review the contract documents, including the plans, specifications, engineer's estimate, schedule, RE pending file, environmental permits, geotechnical report, pavement design, and any other agreements. Our review will identify required submittals, order of work, any schedule constraints, restricted work windows and overall contract requirements. We will also independently verify estimated quantities for any large dollar bid items such as Hot Mix Asphalt, and identify any discrepancies found. The pavement design reports will be reviewed and compared to the contract documents for each project location to ensure the plans and specifications accurately reflect the design requirements.

Deliverables:

List of submittals.

Summary of any quantity or pavement design discrepancies found.

Task 1.4 Document Existing Conditions

Objectives:

1. Document existing conditions using photographic and video records at all job site locations prior to the start of construction activities.

Description:

Pre-construction documentation is a crucial tool for roadway reconstruction and rehabilitation projects to accurately document existing conditions of the roadways and adjacent improvements prior to the contractor commencing their scope of work. The records help protect the City from any inaccurate claims from adjacent property owners that the project activities damaged their facilities. They also assist in holding the contractor responsible for any damages they cause to adjacent City property, or property of adjacent private residences or businesses. For these specific projects, some items to document include existing conditions of curb and gutter, sidewalk, driveways, mailboxes, landscaping, signs, and street

lighting. In addition to the typical street level photographs, we utilize high-definition drone photography to capture a wide snapshot of the jobsite locations to ensure all existing conditions are documented.

Deliverables:

Digital photographs and videos of existing job site conditions, complete with captioned descriptions, locations, and notes.

Task 1.5 Schedule Review

Objectives:

1. Prepare a tentative schedule that identifies construction stages, utility relocations and all items that will be submitted by the Contractor for review and approval.

Description:

NV5 will prepare a project schedule for major construction activities broken into stage construction, sequencing of work and anticipated durations. In addition to the general construction activities, we will include utility relocations by others including notification timelines to meet specification requirements, identify all critical project submittals, and include any permit and agreement requirements. This schedule will be used in review of the Contractor's baseline schedule submittal.

Deliverables:

Preliminary schedule of construction activities.

Task 1.6 Draw Schedule

Objectives:

1. Develop, and maintain during the construction phase, a construction draw schedule based on the contractor's construction schedule and forecast cash flow requirements.

Description:

NV5 will prepare a construction draw schedule to assist the City of Turlock with forecasting cash flow requirements. It will be based on the Contractor's authorized construction schedule and will be updated on a regular basis as needed. NV5 regularly performs this task for many of our clients, including Stanislaus County and Merced County.

Deliverables:

Construction draw schedule.

Task 1.7 Pre-Construction Conference

Objectives:

1. Organize, and conduct, a pre-construction conference with the Contractor, Subcontractors, and City representatives to discuss the work involved, administrative matters, labor compliance, safety and accident prevention.
2. Answer questions from the contractors, and address issues that need to be resolved before work commences.

Description:

The NV5 Team will coordinate and facilitate a preconstruction conference with the construction contractor, subcontractors, the City, utility companies, and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project. The project submittal list will be reviewed, and any time-critical submittals will be identified. Other discussion topics will include labor compliance, safety, and accident prevention. NV5 will prepare and distribute meeting minutes to all attendees, documenting the topics discussed at the preconstruction meeting.

Deliverables:

Written agenda for pre-construction conference, including project submittal list.
Electronic distribution of pre-construction meeting minutes to the attendees.

Task 1.8 Review Contractor Pre-Construction Submittals

Objectives:

1. Coordinate, document, and review pre-construction project submittals for their compliance with the project plans and specifications.

Description:

Contract provisions identify specific items to be provided by the contractor prior to the start of construction that are subject to review. When we receive these pre-construction submittals from the contractor, they will be stamped and logged in by date of receipt. The NV5 Team will then review the submittals or forward the submittals to the designer and the City, as appropriate.

A partial list of expected pre-construction submittals includes:

- Construction Schedule
- Traffic Control Plans & Pedestrian Detours
- SWPPP or WPCP
- Safety Program

Deliverables:

Comprehensive log of submittal tracking and response
Submittal review documentation per contract documents
Correspondence of review with status (acceptable, revise and resubmit)

Task 1.9 Establish Project Procedures

Objectives:

1. Gain concurrence from the City regarding planned project procedures, tracking tools, construction forms and templates.
2. Provide a concise outline of regular tracking, correspondence and reporting activities with planned frequencies.

Description:

The Resident Engineer will discuss with the City all proposed tracking log templates, correspondence templates and construction forms to be used during administration of the project for review and input. The frequency of regular meetings and reporting needs will be understood based on the City's needs. We will also discuss correspondence procedures with the project designer, stakeholders, the public and other City staff. Once established, these project procedures will be summarized through Project Procedures Outline and will be maintained on file and updated as necessary during the project. All findings and conclusions resulting from this task will be conveyed to the project team prior to construction.

Deliverables:

Proposed tracking log templates, correspondence templates, and construction forms.
Project Procedures Outline.

Completion Schedule

NV5 shall be bound by the requirements of the Agreement from the start of pre-construction services commencing in July 2025 until the conclusion of pre-construction periods at the end of December 2026. Time extensions may result in the need for additional CM services. Overtime, weekend, and holiday work are not anticipated and therefore not included.

In the event that the City Project Manager requires additional Pre-Construction Services, an amendment may be required as stipulated in the Agreement.

Fee Schedule

Compensation to provide Construction Management services required for the pre-construction phase of the subject construction project as detailed in the Agreement, for the time periods discussed in the previous section throughout the duration of the contract, shall be at the rates included in the attached cost proposal.

Staffing Plan & Fee Proposal for Pre-Construction Services
Turlock Roads Program CIP Projects T.O. #7 (Project No. 23-052 Geer Rd)
Prepared for the City of Turlock

Name	Kramer Walker, PE	John Seymour, PE	Neil Novotny, EIT	TBD					TOTAL COST
Classification	CM / Resident Engineer	Assistant Resident Engineer	Project Engineer	Inspector (7)					
Actual Hourly Rate	\$124.77	\$85.00	\$47.95	\$85.00					
Indirect Cost Rate (ICR)	136.58%	136.58%	136.58%	136.58%					
Net Fixed Fee	10.00%	10.00%	10.00%	10.00%					
Hourly Billing Rate (1)	\$324.70	\$221.20	\$124.78	\$221.20					
Contract Escalation Fee (8)	5.00%	5.00%	5.00%	5.00%					
TASK I: PRE-CONSTRUCTION PHASE									
1.1 CONSTRUCTABILITY REVIEW	80	60	60						
1.2 CONTRACTOR PREQUALIFICATION	8								
1.3 FILE REVIEW	8	8	8						
1.4 DOCUMENT EXISTING CONDITIONS	8			32					
1.5 SCHEDULE REVIEW	8								
1.6 DRAW SCHEDULE	4								
1.7 PRE-CONSTRUCTION CONFERENCE	8	8	8	4					
1.8 REVIEW CONTRACTOR PRE-CONSTRUCTION SUBMITTALS	8	40	40						
1.9 ESTABLISH PROJECT PROCEDURES	8	4	4	4					
Man Hour Subtotal	140	120	120	40					
Estimated Escalation (8):									\$2,395.59
Task 1 Subtotal Fees	\$45,457.85	\$26,544.28	\$14,974.09	\$8,848.09					\$98,219.92

Notes and Assumptions:

- NV5 employee hourly rates include project-related overhead, profit, safety equipment, vehicles, laptops, and cell phones.
- Cost proposal is based on 8-hour work shifts according to the Caltrans 5-Day Working Calendar.
- Overtime, weekend, and holiday work is not included. Overtime hours will be paid in accordance with applicable labor law and prevailing wage rates, and are above and beyond the scope and fee of this estimate.
- Adjustments to this estimate may be required if the actual schedule requires more or less construction management services than proposed.
- This cost estimate is based on the pre-construction phase of the project being completed between July 1st, 2025 and December 30th, 2026. Time extensions (including weather delays) may result in additional CM services & fees.
- This estimate is based on the specific scope of work described for the CITY OF TURLOCK ROADS PROGRAM CIP PROJECTS T.O. #7 (PROJECT NO. 23-052) - PRE-CONSTRUCTION SERVICES.
- Classifications requiring prevailing wage are subject to the provisions set forth in the latest DIR determination.
- An escalation fee of 5.0% will be applicable for work completed after 3/31/2026.

Other Direct Costs	
Per Diem (\$120 per day) - 0 Days	\$0.00
Field Supplies	\$0.00
Proposal Total	\$98,219.92

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant NV5, Inc.Project No. 23-052 (Geer Rd)Contract No. 2024-111 Task Order #7Date 6/8/2025**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
CM / Resident Engineer	Kramer Walker, PE*	140	\$124.77	\$17,467.80
Assistant Resident Engineer	John Seymour, PE*	120	\$85.00	\$10,200.00
Assistant Resident Engineer	Kolton Walker, PE	0	\$80.00	\$0.00
Inspector	TBD**	40	\$80.00 - \$90.00	\$3,400.00
Project Engineer	Neil Novotny, EIT	120	\$47.95	\$5,754.00
		0		\$0.00
		0		\$0.00

420

LABOR COSTS

a) Subtotal Direct Labor Costs

\$36,821.80

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

\$920.54

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]**

\$37,742.35

FRINGE BENEFITSd) Fringe Benefits (Rate: 0.00%)e) **Total Fringe Benefits**

[(c) x (d)]

\$0.00

INDIRECT COSTS

f) Overhead

(Rate: 136.58%)

g) Overhead [(c) x (f)]

\$51,548.49

h) General and Administrative

(Rate: 0.00%)

i) Gen & Admin [(c) x (h)]

\$0.00

j) **Total Indirect Costs [(e) + (g) + (i)]**

\$51,548.49

FIXED FEE (Profit)q) (Rate: 10.00%)k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]**

\$8,929.08

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

Description of Item	Quantity	Unit	Unit Cost	Total

l) **TOTAL OTHER DIRECT COSTS**

\$0.00

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

Subconsultant 1:	\$0.00
Subconsultant 2:	\$0.00
m) TOTAL SUBCONSULTANTS	\$0.00

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

\$0.00

TOTAL COST [(c) +(j) + (k) + (n)]

\$98,219.92

NOTES:

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

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant NV5, Inc. Contract No. 2024-111 Task Date 6/8/2025

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

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$36,821.80	420	=	\$87.67	Year 1 Avg Hourly Rate

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

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$87.67	+	5%	=	\$92.05	Year 2 Avg Hourly Rate
Year 2	\$92.05	+	5%	=	\$96.66	Year 3 Avg Hourly Rate
Year 3	\$96.66	+	5%	=	\$101.49	Year 4 Avg Hourly Rate
Year 4	\$101.49	+	5%	=	\$106.56	Year 5 Avg Hourly Rate
Year 5	\$106.56	+	5%	=	\$111.89	Year 5 Avg Hourly Rate

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

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	50.00%	*	420.0	=	210.0	Estimated Hours Year 1
Year 2	50.00%	*	420.0	=	210.0	Estimated Hours Year 2
Year 3	0.00%	*	420.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	420.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	420.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	420.0	

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

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$87.67	*	210	=	\$18,410.90	Estimated Hours Year 1
Year 2	\$92.05	*	210	=	\$19,331.45	Estimated Hours Year 2
Year 3	\$96.66	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$101.49	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$106.56	*	0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$37,742.35	
Direct Labor Subtotal before Escalation				=	\$36,821.80	
Estimated total of Direct Labor Salary Increase				=	\$920.54	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that the year one rates expire 03/31/26 and salary increases due to escalation are effective 04/01/26.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**

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

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

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

Prime Consultant or Subconsultant Certifying:

Name: Lori Goodwin Title *: Vice President

Signature :  Date of Certification (mm/dd/yyyy): 6/9/2025

Email: lori.goodwin@nv5.com Phone Number: 559-661-5228

Address: [2109 West Bullard Avenue, Suite 145, Fresno, CA 93711](#)

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

List services the consultant is providing under the proposed contract:

Construction Management Services

City Council Staff Report

July 8, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: David Barr, Fleet Services Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Approving an agreement (City Contract No. 2025-215) with Safety-Kleen Systems, Inc. in response to RFB No. 24-030, for the supply of Lubricating Oil and Miscellaneous Products for a period of three (3) years, in a total not-to-exceed amount of \$45,000, to be expensed from Fund 505 "Fleet"

2. DISCUSSION OF ISSUE:

Staff requests approval of a 3-year contract for the purchase of Lubricating Oil and Miscellaneous Products for the Fleet Services Division in an amount not to exceed \$45,000 over a 3-year period.

The Fleet Services Division will use the lubricating oil and other miscellaneous products provided through the proposed contract to maintain approximately 500 City-owned equipment units.

3. BASIS OF RECOMMENDATION:

- A. The Fleet Services Division needs lubricating oil and miscellaneous products to service, maintain and repair nearly 500 pieces of City owned equipment.
- B. RFB 24-030 for lubricating oil and miscellaneous products was conducted by the City Finance Department.
- C. In the absence of a permanent City Manager, purchases in excess of \$25,000 require City Council approval in accordance with Turlock Municipal Code Section 2-7-08(f).
- D. There are available funds in account number 505-50-525.46032.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The estimated usage for lubricating oil and miscellaneous products is \$15,000 per year and a not to exceed amount of \$45,000 over a 3-year contract term.

Appropriate funds have been allocated during Fiscal Year 2025 - 2026 in Fund 505 "Fleet", account number 505-50-525.46032 - Vehicle & Small Equipment Maintenance Parts and will be requested in the 2026 - 2027 and 2027 - 2028 Fiscal Year budgets.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(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.

8. ALTERNATIVES:

Do not approve the contract. This alternative is not recommended, as Fleet requires a continuous supply of lubricating oil and miscellaneous products in the daily maintenance of the City's Fleet of nearly 500 equipment units.

9. ATTACHMENTS:

1. Draft Resolution
2. City Contract 2025-215 with Safety Kleen Systems, Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF APPROVING AN
AGREEMENT (CITY CONTRACT NO. 2025-
215) WITH SAFETY-KLEEN SYSTEMS, INC.
IN RESPONSE TO RFB NO. 24-030, FOR
THE SUPPLY OF LUBRICATING OIL AND
MISCELLANEOUS PRODUCTS FOR A
PERIOD OF THREE (3) YEARS, IN A
TOTAL NOT-TO-EXCEED AMOUNT OF
\$45,000, TO BE EXPENSED FROM FUND
505 "FLEET"**

RESOLUTION NO. 2025-

WHEREAS, the Fleet Services Division of the City of Turlock is responsible for maintaining approximately 500 City-owned equipment units, which requires a reliable supply of lubricating oil and miscellaneous products to ensure consistent service, maintenance, and repair; and

WHEREAS, the City conducted a formal procurement process through Request for Bids (RFB) No. 24-030 to solicit competitive proposals for the supply of lubricating oil and miscellaneous products; and

WHEREAS, Safety-Kleen Systems, Inc. was determined to be the lowest responsive and responsible bidder pursuant to RFB No. 24-030 and has agreed to provide said products under the terms and conditions set forth in City Contract No. 2025-215; and

WHEREAS, the proposed agreement with Safety-Kleen Systems, Inc. is for a three-year term in a total not-to-exceed amount of \$45,000 to be expensed from Fund 505 "Fleet," account number 505-50-525.46032 (Vehicle & Small Equipment Maintenance Parts); and

WHEREAS, in accordance with Turlock Municipal Code Section 2-7-08(f), City Council approval is required for purchases exceeding \$25,000 in the absence of a permanent City Manager; and

WHEREAS, this action is not a project subject to the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(5) of the CEQA Guidelines, as it involves organizational or administrative activities of government that do not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an agreement (City Contract No. 2025-215) with Safety-Kleen Systems, Inc. in response to RFB No. 24-030, for the supply of Lubricating Oil and Miscellaneous Products for a period of three (3) years, in a total not-to-exceed amount of \$45,000, to be expensed from Fund 505 "Fleet".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of July, 2025, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



**SUPPLIER AGREEMENT BETWEEN THE CITY OF TURLOCK
and
SAFETY-KLEEN SYSTEMS, INC.
for
LUBRICATING OIL AND MISCELLANEOUS PRODUCTS**

City Contract No. 2025-215

THIS SUPPLIER AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“CITY”), and SAFETY-KLEEN SYSTEMS, INC., a Wisconsin corporation (“SUPPLIER”), on this 8th day of July 2025 (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 lubricating oil and miscellaneous products; and

WHEREAS, SUPPLIER has made a proposal to CITY to provide lubricating oil and miscellaneous products. 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 lubricating oil and miscellaneous products 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 37 of this Agreement, Sections 1 through 37 shall prevail.

2. PURCHASE OF PRODUCT: SUPPLIER agrees to sell, and CITY agrees to purchase lubricating oil and miscellaneous products, as described in Exhibit A.

Contract No. 2025-215
{PLA 2024}
05/08/2025

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 total amount of this Agreement exceed Forty-Five and No/100^{ths} Dollars (\$45,000). SUPPLIER agrees that compensation shall be paid in the manner and at the times 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 three (3) years and will commence on the Effective Date and terminate on the 8th day of July, 2028 (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.

(a) Commercial General Liability Insurance: SUPPLIER 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 One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) 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. SUPPLIER's general liability policies shall be primary and not seeking contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(b) Workers' Compensation Insurance: SUPPLIER shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00). SUPPLIER 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.

Contract No. 2025-215
{PLA 2024}
05/08/2025

(c) Commercial Auto Insurance: SUPPLIER shall maintain commercial auto liability coverage for owned, leased, hired, and non-owned, borrowed autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than One Million Dollars (\$1,000,000.00) per accident. If SUPPLIER owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(d) 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 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 SUPPLIER’s primary and excess liability policies are exhausted.

(e) 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) SUPPLIER shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(f) 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.

Contract No. 2025-215

{PLA 2024}

05/08/2025

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

(h) **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.

(i) **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.

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

(k) **Additional 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; (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) 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; (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 SUPPLIER'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.

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

Contract No. 2025-215

{PLA 2024}

05/08/2025

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. 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

Contract No. 2025-215
{PLA 2024}
05/08/2025

government of the United States and the State of California.

12. 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.

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 OPARTY 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) Service Provider’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.

Contract No. 2025-215

{PLA 2024}

05/08/2025

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 according to the laws of the State of California.

22. HEADINGS NOT CONTROLLING: Headings used in the 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:

To City:

City of Turlock
Attention: Christopher Fisher
156 South Broadway, Suite 270
Turlock, California 95380

With courtesy copy to:

City of Turlock, City Attorney's Office
George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

Contract No. 2025-215

{PLA 2024}

05/08/2025

If to Supplier:

SAFETY-KLEEN SYSTEMS, INC.
Attention: Leonard Lapham
42 Longwater Drive
Norwell, MA 02061

27. CITY CONTRACT ADMINISTRATOR: The City's contract administrator and contact person for this Agreement is:

David Barr
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380
Telephone: (209) 668-5590
E-mail: DBarr@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. SEVERIBILITY: 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.

Contract No. 2025-215
{PLA 2024}
05/08/2025

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 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.

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.

[Signatures on Following Page]

Contract No. 2025-215
{PLA 2024}
05/08/2025

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

CITY OF TURLOCK, a municipal corporation

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher,
Municipal Services Director

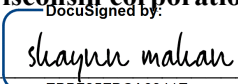
APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

SAFETY-KLEEN SYSTEMS, INC.,
a Wisconsin corporation

By:  _____
DocuSigned by: EBB725FBCA6841E...

Title: SVP of Sales

Print name: Shaynn Mahan

Date: 06/19/2025

GENERAL REQUIREMENTS

1. Deliveries are to be made to the Fleet Maintenance Division, located at 701 S. Walnut Road, Turlock.
 - a) All lubricants and coolants will be delivered in suitable containers, clearly marked as to brand name, product contained, the NFPA (National Fire Protection Association) Hazard Identification and approval numbers (if applicable).
 - b) Any bulk containers used for refill shall be included in the bid price.
 - c) Container markings must clearly indicate the contents of the container and markings must be weather-resistant to prevent fading or erosion over time.
 - d) Containers are to be in good condition, with all openings fully functional, at time of delivery.
 - e) Containers will be delivered in a way that prevents unnecessary stress or damage to the product. Pushing of containers off the edge of a delivery truck will not be permitted.
2. All grease drums and containers must have removable interior liners. All drums or other containers must be delivered on a consignment basis. Old containers will be collected upon the delivery of the new containers. No exceptions. Minimum one for one.
3. Detailed physical characteristics for each product offered shall accompany bids as well as all Material Safety Data Sheets (MSDS). Specifications for each item are to be provided with bid. Failure to provide documentation may result in rejection of bid.
4. Engine lubricating oil shall be derived from petroleum fractions. Synthetically produced fraction or a combination of the two (2) types of products. They may be virgin or refined stocks or a combination thereof. The stocks shall be compounded with such functional additives, etc., as necessary to meet the specified requirements. No carcinogenic or potentially carcinogenic constituents, as defined under the California Code of Regulations (CCR) Section 5194.

LUBRICANT SPECIFICATIONS

ITEM 1 – CUMMINS HEAVY DUTY NATURAL GAS ENGINE OIL 15W-40 GEO

The oil to be manufactured from performance proven additive package and highly refined base stocks that can meet and /or exceed the requirements for the Cummins B 5.9/8.3 & ISL G Compressed natural gas engines it shall meet or exceed Cummins CES 20074 approval.

Properties	Test Methods	Maximum	Minimum
Gravity, API	ASTM D1298	30	28.7
Flash, Point (°C) °F	ASTM D92	425	218
Pour Point, (°C) °F	ASTM D97	(-37)-35	(-30) -17
Viscosity			
cSt @ 40 °C	ASTM D445	120	110
cSt @ 100 °C	ASTM D445	15.4	15.0
SUS @ 100 °F	(CALC)	577	568
SUS @ 210 °F	(CALC)	78.7	76
Viscosity Index	ASTM D2270	142	134
Sulfated Ash %	ASTM D874	.06	.04

ITEM 2 – EXTREME PRESSURE GEAR LUBE, SAE 85W, 75W-140

The compound from paraffinic has a high natural viscosity index. It must be safe for use on sensitive metals and limited slip differentials to provide superior lubrication and operations, and must meet or exceed the requirements of API MT-1 and GL-5.

Properties	Test Methods	Maximum	Minimum
Gravity, API	ASTM D1298	26.3	24.1
Flash, COC, °F	ASTM D92	455	400
Pour Point, (°C) °F	ASTM D97	-10	0
Viscosity			
cSt @ 40 °C	ASTM D445	667	331
AcSt @ 100 °C	ASTM D445	29	24.7
SUS @ 100 °F	(calc)	1782	1668
SUS @ 210 °F	(calc)	138	122
Viscosity Index	ASTM D2270	100	95
Brookfield Viscosity	ASTM D2983		

CP @ -15°F		Solid	
CP @ -10°F		75,100	74,000
CP @ -32°F		9,060	8,600
Copper strip Corrosion 3 hrs. @ 250 °F Max.	ASTM D130	1B	

ITEM 3 – WHEEL BEARING GREASE-HIGH TEMPERATURE

All wheel bearing lubricants shall be of the National Lubricating Grease Institute (N.L.G.I.) or approved equal as established in ASTM D4950 automotive grease standards.

Properties	Test Methods	Maximum	Minimum
Oil Viscosity, cSt @ 40°C	D445	212	165
cSt @ 100°C	D445	16	12.9
SUS @ 100°F	(calc)	973	764
SUS @ 210°F	(calc)	78	75
Viscosity Index	D2270	59	58
Four Ball Wear, mm	D2266	54	45
Four Ball EP Weld Point, kg	D2596		
Load Wear Index			
Work Penetration	D217	285	250
Dropping Point °F	D566	600	512

ITEM # 4 SB-100 GENUINE UNIVERSAL TRACTOR HYDRAULIC OIL

Properties	Test Methods	Maximum	Minimum
Viscosity			
cSt @ 40°C	ASTM D445	59.6	57.8
cSt @ 100°C	ASTM D445	9.53	
Brookfield Viscosity Cp @ -18.9°C (0°F)	ASTM D2983	4500	4250
Gravity, API	ASTM D1298	29.0	28.0
Viscosity Index	ASTM D2270	144	135
Pour Point, °F	ASTM D97	-25	-35
Flash Point °F	ASTM D92	425	392

ITEM # 5: MOTOR OIL, 15W-40 DIESEL ENGINE OIL

Oil to be manufactured from performance proven additive packages and highly refined base stocks that can meet and/or exceed the requirements of API CJ-4, CI-4 PLUS, CI-4, CH-4, CF/SM, SI Caterpillar ECF-3, Cummins CES 20161, Cummins CES 20086, Detroit diesel power guard oil specification 93K218, Mack EO-O Premium Plus, VDS-4, VDS-3, VDS-2.

Properties	Test Methods	Maximum	Minimum
Appearance	Brown		
Viscosity Index	ASTM D2270	137	130
Flash Point °C	ASTM D92	236	204
Pour Point, °C	ASTM D97	-30	-30
Oil Viscosity			
cSt @ 40°C	ASTM D445	128	114
cSt @ 100°C	ASTM D445	15.8	15.0
CCS, cP	ASTM D5293	6500	
Viscosity Index	ASTM D2270	137	130
Sulfated Ash %	ASTM D874	1.0	1.0

ITEM # 6: UNIVERSAL COOLANT

This coolant must meet both ASTM D 3305 for automotive service and ASTM D 4985 for heavy-duty diesel service. *If the specified coolant is not available at time of order, any alternative coolant shall be sold to the City at the same price per gallon as originally quoted.*

ITEM # 7: MULTI-VEHICLE FULL SYNTHETIC ATF

DEXRON – VI Multi-Vehicle Full synthetic ATF is recommended for us in: GM DEXRON – VI, DEXRON III/III(H)/IIE, DEXRON II, Ford MERCON LV, JASO M315-2013 1A-LV, Toyota ATF WS, MB 236.5, Allison C-3 & C-4, Mitsubishi Diaqueen J3, and Nissan Matic Fluid S.

Typical Data	
Kinematic Viscosity, D-445 cSt @ 100°C	6.0
Kinematic Viscosity, D-445 cSt @ 40°C	29.11
Viscosity Index, Calculated, D2270	153
Brookfield Viscosity, D-2893 cPat @ -40°C	10,000
Color	Red

ITEM # 8: MOTOR OIL, 5W-20 SYNTHETIC BLEND ENGINE OIL

Oil to be manufactured from performance proven additive packages and highly refined base stocks that can meet and/or exceed the requirements of API SP/SN PLUS/Resource Conserving, ILSAC GF-6A, Chrysler MS-f395, Fiat 9.55535-CR-1, Ford WSS-M2C960-A1, Ford WSS-M2C961-A1 and GM 6094M.

Properties	Test Methods	Maximum	Minimum
Appearance	Brown		
Viscosity Index	ASTM D2270	147	140
Flash Point °C	ASTM D92	250	217
Pour Point, °C	ASTM D97	-35	-35
Oil Viscosity cSt @ 40°C	ASTM D445	55	41
cSt @ 100°C	ASTM D445	9	8
CCS, cP	ASTM D5293	6300	
Viscosity Index	ASTM D2270	147	140
Sulfated Ash %	ASTM D874	1.5	.05

RFB 24-030 Lubricating Oil & Miscellaneous Products
Exhibit A (continued)

Item No.	Description	Price Quote Per Gallon	Price Quote Per Drum
1	Cummins Heavy Duty Natural Gas Engine Oil 15W-40 GEO	\$ 10.50	\$ 705.00
2	Extreme Pressure Gear Lube, SAE 85W, 75W-140	\$ 16.55	\$ 905.00
3	Wheel Bearing Grease High Temperature	\$ 32.64	\$ 1,795.00
4	SB-100 Genuine Universal Tractor Hydraulic Oil	\$ 9.20	\$ 550.00
5	Motor Oil, 15W-40 Diesel Engine Oil	\$ 7.60	\$ 535.00
6	Universal Coolant	\$ 4.85	\$ 365.00
7	Multi-Vehicle Full Synthetic ATF	\$ 13.50	\$ 835.00
8	Motor Oil, 5W-20 Synthetic Blend Engine Oil	\$ 12.37	\$ 679.82

Detailed physical characteristics for each product offered shall accompany bids as well as all Material Safety Data Sheets (MSDS).

Describe recycling program and list any costs associated: This program should include the disposal of all waste oil and filter disposal.

N/A

Awarding vendor must provide the following:

- 1. Bulk tanks and pumps to be plumed and install free of charge; and
- 2. Waste oil and filter containers
- 3. Free waste oil pickup

No cleaning fee or drum deposit with bulk oil deliveries.

Any additional charges not described above:

N/A

City Council Staff Report

July 8, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Randy Jones, P.E., Sr. Civil Engineer
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to proceed with the advertisement for construction bids for City Project No. 23-042 "Montana Neighborhood Park Phase 2 Improvements"

2. DISCUSSION OF ISSUE:

Construction drawings and specifications are ready to be bid for construction proposals of City Project No. 23-042 "Montana Neighborhood Park Phase 2 Improvements". Staff requests City Council authorization to advertise the project for construction bids.

The project will install park amenities such as an Americans with Disabilities Act (ADA) playground, swings, outdoor fitness equipment, shade structures, multi-sport area, nine (9) lighted pickleball courts, two (2) full basketball courts, four (4) half basketball courts, a parking lot, bathroom, drainage swale, and landscaping.

3. BASIS OF RECOMMENDATION:

A. Per Resolution 2009-247, City Council authorization is required to advertise projects when the estimated construction costs exceed one million dollars.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated project costs are displayed below:

Consultant Design	\$ 51,925.00
Staff Preliminary Engineering	\$ 125,000.00
Game Time Purchase	\$ 366,053.82
Engineer's Estimate	\$ 3,416,907.20
Construction Contingency	\$ 341,000.00
Construction Engineering	\$ 185,000.00
Construction Surveying	\$ 50,000.00
Building Permit	\$ 10,000.00
Materials Testing	\$ 40,000.00
Estimated Construction Costs Total	\$ 4,585,886.02

The project is partially funded through Prop 68 "2018 Parks Bond Act, Statewide Park Development and Community Revitalization Grant," a donation from Senator Alvarado-Gil, and a donation from District 2 Supervisor Vito Chiesa. The total available grant and donation funding is \$2,971,000.

Staff will request a budget amendment with the request to approve the award of bid to reflect the actual project costs.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

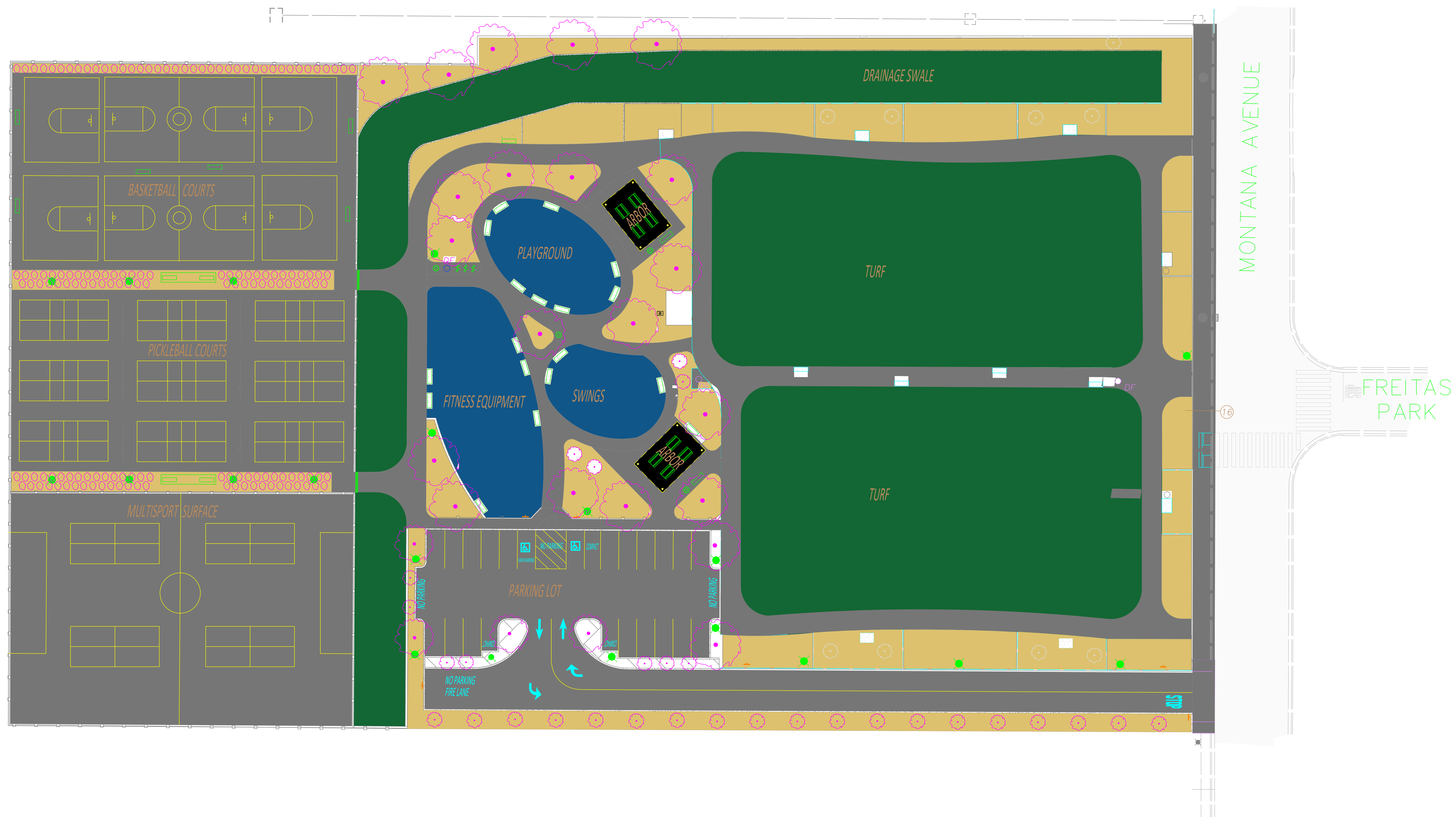
This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

- A. Council could choose to not authorize City staff to advertise the project. Staff does not recommend this alternative because the project plans are complete and ready to be advertised.

9. ATTACHMENTS:

- 1. Montana Park Site Plan



City Council Staff Report

July 8, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Randy Jones, P.E., Sr. Civil Engineer
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to proceed with the advertisement for construction bids for City Project No. 21-043 "John Lazar Park"

2. DISCUSSION OF ISSUE:

Construction drawings and specifications are ready to be bid for construction proposals for City Project No. 21-043 "John Lazar Park". Staff requests City Council authorization to advertise the project for construction bids.

The project will install perimeter sidewalk, landscaping and irrigation, shade structure, and playground equipment.

3. BASIS OF RECOMMENDATION:

A. Per Resolution 2009-247, City Council authorization is required to advertise projects when the estimated construction costs exceed one million dollars.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Design	\$ 90,000
Engineer's Estimate	\$ 1,838,796
Construction Contingency	\$ 183,000
Construction Engineering	\$ 183,000
Construction Surveying	\$ 40,000
Building Permit	\$ 10,000
Materials Testing	\$ 25,000
Estimated Construction Costs Total	\$ 2,369,796

Staff will request a budget amendment with the request to approve the award of bid to reflect the actual project costs.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act

(CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

8. ALTERNATIVES:

- A. Council could choose to not authorize City staff to advertise the project. Staff does not recommend this alternative because the project plans are complete and ready to be advertised.

9. ATTACHMENTS:

- 1. Site Plan

This site plan illustrates the proposed landscaping for the Haverford Drive area. The plan shows a large rectangular area bounded by Haverford Drive to the north and Tate Street to the east. The landscape is designed with a perimeter of trees and shrubs, with specific plantings labeled as PIS KEI 10 (15 GAL), PIS KEI 7 (15 GAL), LAG NAT 3 (15 GAL), PLA COL 5 (15 GAL), and LAG NAT 4 (15 GAL). The plan also includes existing infrastructure such as water lines, sewer lines, and a bus stop. A detailed view of the intersection area shows the proposed tree placements and the location of the bus stop.

City Council Staff Report

July 8, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Oscar Molina, Assistant Engineer
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Determining the award of bid is exempt from the provisions of CEQA in accordance with section 15301 of the CEQA guidelines, awarding bid and approving an Agreement with Creative Property Renewal, Inc of Stockton, California in the amount of \$141,205.00 and authorizing a construction contingency amount of \$14,120.50 (10.0%) for the construction of City Project No. 24-010 "Fire Station No. 31 SCBA Compressor Room" to be funded by Fund 240 "Small Equipment Replacement" and Fund 110 "General Fund"

2. DISCUSSION OF ISSUE:

The purpose of this project is to modify a portion of the existing Fire Station No. 31 to accommodate the Fire Department's newly acquired Self-Contained Breathing Apparatus (SCBA) compressor unit, which is larger than the current equipment. In addition, the existing SCBA compressor has reached the end of its service life, and the current room lacks adequate ventilation to support the efficient operation of compressor systems. A key component of this project is to improve airflow within the space to ensure that future compressor units can operate at maximum efficiency. Enhanced ventilation will also help maintain a cooler environment, reducing the risk of overheating—particularly during the summer months.

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

- Interior alteration to enlarge existing SCBA room
- Electrical and mechanical modifications to accommodate new compressor equipment
- Removal and installation of new compressor equipment, including structural anchorage.

Two bid alternates were included in the bid package. Bid Alternate #1 involved installation of a new exterior double door and related structural work, while Bid Alternate #2 proposed installation of a new mini-split HVAC system to improve ventilation and cooling.

City of Turlock (City) staff advertised this project on April 29, 2025 through the City's website for construction projects. On May 13, 2025, two (2) bids were received for City Project No. 24-010 "Fire Station No. 31 SCBA Compressor Room". Creative Property Renewal, Inc of Stockton, California, was the lowest responsible bidder with a base bid amount of \$121,917.00 and a total bid, which includes two Bid Alternates, of \$173,097.00.

Bidder's Summary:

	CREATIVE PROPERTY RENEWAL	HANSEL PHELPS
BASE BID	\$121,917.00	\$146,107.00
BID ALT 1	\$31,892.00	\$48,679.00
BID ALT 2	\$19,288.00	\$22,919.00
TOTAL	\$173,097.00	\$217,705.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Creative Property Renewal, Inc of Stockton, California, as the lowest responsive, responsible bidder with a bid amount of \$141,205.00. This total price includes the Base Bid and Bid Alternate #2. Bid Alternate #1 will be omitted.

3. BASIS OF RECOMMENDATION:

1. Per the Public Contract Code, § 20160 et seq., the City Council (Council) has the discretion to decide if a bid shall be awarded or rejected. If Council decides to award the bid, the bid has to be awarded to the lowest responsible bidder submitting a responsive bid.
2. Staff recommends Council approval of a contract change order contingency amount of \$14,120.50 in accordance with Resolution No. 2025-007. This equates to 10% of the construction contract price and is a typical amount for a project such as this.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The total project costs in Fiscal Year 2024-2025 are estimated as displayed below:

Construction Contractor Bid Cost	\$141,205.00
Construction Contingency	\$14,120.50
Preliminary Engineering	\$21,480.80
Architect Fee	\$35,698.95
Asbestos Survey	\$625.00
Building Permit Fees	\$1,000.00
Construction Engineering	\$8,000.00
Estimated Total Project Costs	\$222,130.25

The designated project account numbers for this project are Fund 240 "Small Equipment Replacement" account number 240-00-000-306.44030_004 "Minor Equipment Fire Station" and Fund 110 "General Fund" account number "110-30-300.43120_005 "Building Maintenance Repairs" . All the design-related costs noted above have been expended in Fiscal Year 2024-25. It is anticipated that all of the construction-related costs will be expended in Fiscal Year 2025-2026.

Fund 240's account number will be expending a total of \$175,520.19 which includes costs from Fiscal Years 24-25 and 25-26. Of this \$175,520.19, \$57,804.75 has been expensed in the 24-25 Fiscal Year. The remaining balance of \$117,715.44 will be expensed for anticipated construction costs in the 25-26 Fiscal Year.

Fund 110's account number will be expending a total of \$46,610.06 which only includes anticipated construction costs for FY 25-26.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves negligible or no expansion of use of the existing facilities.

8. ALTERNATIVES:

- A. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because the project is needed to install the compressor unit.
- B. Council could choose to approve a different contract change order contingency amount than \$14,120.50. Staff does not recommend this alternative as it is a typical amount for a project such as this.

9. ATTACHMENTS:

- 1. Draft Resolution
- 2. Bidder's Summary
- 3. City Contract 2025-203 with Creative Property Renewal, Inc

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF DETERMINING THE
AWARD OF BID IS EXEMPT FROM THE
PROVISIONS OF CEQA IN ACCORDANCE
WITH SECTION 15301 OF THE CEQA
GUIDELINES, AWARDED BID AND
APPROVING AN AGREEMENT WITH
CREATIVE PROPERTY RENEWAL, INC OF
STOCKTON, CALIFORNIA IN THE
AMOUNT OF \$141,205.00 AND
AUTHORIZING A CONSTRUCTION
CONTINGENCY AMOUNT OF \$14,120.50
(10.0%) FOR THE CONSTRUCTION OF
CITY PROJECT NO. 24-010 "FIRE
STATION NO. 31 SCBA COMPRESSOR
ROOM" TO BE FUNDED BY FUND 240
"SMALL EQUIPMENT REPLACEMENT"
AND FUND 110 "GENERAL FUND"**

RESOLUTION NO. 2025-

WHEREAS, City Project No. 24-010 "Fire Station No. 31 SCBA Compressor Room" consists of enlarging the existing SCBA room at the fire station, making associated mechanical and electrical upgrades to accommodate the new compressor equipment, removing and installing new compressor equipment, including structural anchorage; and

WHEREAS, on May 13th, 2025, two (2) bids were received for City Project No. 24-010 "Fire Station No. 31 SCBA Compressor Room" with Creative Property Renewal, Inc., of Stockton, California, submitting the lowest responsive bid in the amount of \$141,205.00 which includes Bid Alternate #2; and

WHEREAS, the total project costs are estimated to total \$222,130.25 and include the construction contract amount, a contingency for change orders, and City engineering staff time for project management and inspection, building permit fees, architect fees, preliminary engineering; and

WHEREAS, project funding is available from Fund 240 "Small Equipment Replacement" account number 240-00-000-306.44030_004 "Minor Equipment Fire Station" and Fund 110 "General Fund" account number "110-30-300.43120_005 "Building Maintenance Repairs" in Fiscal Year 2025 - 2026; and

WHEREAS, this project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) as the project involves negligible or no expansion of use of the existing facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid is exempt from the provisions of CEQA in accordance with section 15301 of the CEQA guidelines, award bid and approve an Agreement with Creative Property Renewal, Inc of Stockton, California in the amount of

\$141,205.00 and authorize a construction contingency amount of \$14,120.50 (10.0%) for the construction of City Project No. 24-010 "Fire Station No. 31 SCBA Compressor Room" to be funded by Fund 240 "Small Equipment Replacement" and Fund 110 "General Fund"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of July, 2025, 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: Fire Station No. 31 SCBA Compressor Room
 PROJECT NUMBER: 24-010
 BID OPENING: May 13, 2025
 2:00 PM
 ANTICIPATED COUNCIL AWARD DATE: June 24, 2025

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1 Creative Property Renewal, Inc.		2 Hansel Phelps	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and Demobilization	LS	1	\$8,850.00	\$ 8,850.00	\$ 18,150.00	\$ 18,150.00	\$ 13,000.00	\$ 13,000.00
2	Remove Existing Improvements	LS	1	\$25,200.00	\$ 25,200.00	\$ 9,720.00	\$ 9,720.00	\$ 4,500.00	\$ 4,500.00
3	Site Work	LS	1	\$4,700.00	\$ 4,700.00	\$ 11,040.00	\$ 11,040.00	\$ 19,335.00	\$ 19,335.00
4	Interior Room Alterations	LS	1	\$2,000.00	\$ 2,000.00	\$ 14,725.00	\$ 14,725.00	\$ 8,587.00	\$ 8,587.00
5	Patchwork	LS	1	\$18,800.00	\$ 18,800.00	\$ 4,200.00	\$ 4,200.00	\$ 8,500.00	\$ 8,500.00
6	Restroom Alterations	LS	1	\$10,000.00	\$ 10,000.00	\$ 9,730.00	\$ 9,730.00	\$ 10,000.00	\$ 10,000.00
7	Electrical	LS	1	\$20,000.00	\$ 20,000.00	\$ 17,312.00	\$ 17,312.00	\$ 14,426.00	\$ 14,426.00
8	Mechanical	LS	1	\$12,500.00	\$ 12,500.00	\$ 14,400.00	\$ 14,400.00	\$ 14,850.00	\$ 14,850.00
9	Structural	LS	1	\$1,900.00	\$ 1,900.00	\$ 2,640.00	\$ 2,640.00	\$ 8,100.00	\$ 8,100.00
10	All Other Work Not Included within the Bid	LS	1	\$0.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ 44,809.00	\$ 44,809.00
Base Bid Total =				\$ 103,950.00		\$ 121,917.00		\$ 146,107.00	

				ENGINEER'S EST.					
Alt_1	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Demolition	LS	1	\$10,100.00	\$ 10,100.00	\$ 4,860.00	\$ 4,860.00	\$ 1,500.00	\$ 1,500.00
	Rough Carpentry	LS	1	\$8,800.00	\$ 8,800.00	\$ 5,400.00	\$ 5,400.00	\$ 13,350.00	\$ 13,350.00
	Doors & Frames	LS	1	\$3,200.00	\$ 3,200.00	\$ 4,380.00	\$ 4,380.00	\$ 12,213.00	\$ 12,213.00
	Gypsum Board	LS	1	\$7,500.00	\$ 7,500.00	\$ 3,600.00	\$ 3,600.00	\$ 8,600.00	\$ 8,600.00
	Mechanical	LS	1	\$6,500.00	\$ 6,500.00	\$ 6,600.00	\$ 6,600.00	\$ 7,220.00	\$ 7,220.00
	Electrical	LS	1	\$2,500.00	\$ 2,500.00	\$ 3,932.00	\$ 3,932.00	\$ 3,276.00	\$ 3,276.00
	Pipe Bollard	EA	2	\$3,500.00	\$ 7,000.00	\$ 1,560.00	\$ 3,120.00	\$ 1,260.00	\$ 2,520.00
	Additive Bid Alternate 1 =			\$	45,600.00	\$	31,892.00	\$	48,679.00

				ENGINEER'S EST.					
Alt_2	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Mechanical	LS	1	\$15,000.00	\$ 15,000.00	\$ 13,200.00	\$ 13,200.00	\$ 17,886.00	\$ 17,886.00
	Electrical	LS	1	\$2,500.00	\$ 2,500.00	\$ 4,528.00	\$ 4,528.00	\$ 3,773.00	\$ 3,773.00
	Pipe Bollard	EA	1	\$3,500.00	\$ 3,500.00	\$ 1,560.00	\$ 1,560.00	\$ 1,260.00	\$ 1,260.00
	Additive Bid Alternate 2 =			\$	21,000.00	\$	19,288.00	\$	22,919.00



AGREEMENT

FOR PUBLIC IMPROVEMENT

City Project No. 24-010

Fire Station No. 31 SCBA Compressor Room

THIS PUBLIC IMPROVEMENT AGREEMENT (the “Agreement”) is entered into by and between the CITY OF TURLOCK, a California municipal corporation (“City”), and Creative Property Renewal, Inc., a California corporation (“Contractor”), on this 8th day of July 2025 (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 Fire Station No. 31 SCBA Compressor Room (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 July 8, 2025, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

AGREEMENT

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

- i. Notice to Bidders;
- ii. Contractor’s Bid or Proposal accepted by City;
- iii. Special Provisions of the City of Turlock for Fire Station 31SCBA Compressor Room;
- iv. Plans and detailed drawings prepared for this Project and approved by City (“Project Plans”);
- v. All bonds and insurance required in any of the Contract Documents;
- vi. Any and all supplemental agreements amending, decreasing, or extending the work contemplated or which may be required to complete the work in a substantial and acceptable manner; and
- vii. The current edition of the City of Turlock Standard Specifications and Drawings.

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

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

3. Scope of Work.

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

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

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

(c) *Specific Materials & Performance of Work.* Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and, in the manner, designated in, and in strict conformity with, the plans and specifications for said work entitled, “**Special Provisions for Fire Station No. 31 SCBA Compressor Room.**” The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

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

	<u>Exhibit Designation</u>	<u>Exhibit Title</u>
1.	Exhibit A	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 Section 3, Scope of Work, an amount not to exceed **One Hundred Forty-One Thousand Two Hundred Five Dollars (\$141,205.00)** (the “Contract Price”). Said amount shall be paid pursuant to Section 8 of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

(c) If the change order is not determined as described above in either subdivision (a) or (b), the change order will be determined on the basis of force account in accordance with the

provisions set forth in **Exhibit B**, “Payment by Force Account,” attached hereto and incorporated herein by reference.

5. Time for Performance. The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **Thirty (30)** 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 **Forty (40)** 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.

(a) *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:

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

Contractor shall not be entitled to an adjustment in the 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.

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

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

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

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

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

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

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

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

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

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

(d) *Delay Damages.* In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the 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 Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Five Hundred Twenty** and no/100ths Dollars (**\$520.00**) 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 Section 6 of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Hundred Fifty** and no/100ths Dollars (**\$150.00**) 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 Section 19 of this Agreement, to City. If District terminates the Contract before Contractor commences any Services hereunder, City shall not be obligated to make any payment to Contractor.

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

7. Liability for Breach: Neither Party waives the right to recover direct damages against the other for breach of the Contract, including any amount necessary to compensate City for all detriment proximately caused by Contractor's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Contractor. City shall not, in any manner, be liable for special or consequential damages, including but not limited to Contractor's actual or projected lost profits had Contractor completed the Services required by the Contract. In the event of termination by either

Party, copies of all finished or unfinished Work Product, as defined in Section 19 of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

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

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

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

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

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

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

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

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

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

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

10. Permits and Care of Work: Contractor shall, at Contractor's expense, obtain all necessary permits and licenses for the construction of each improvement, give all necessary notices and pay all fees and taxes required by law, except those City fees set forth in Section 1 of the Special Provisions. Contractor has examined the Project site and is familiar with its topography and condition, location

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

11. Public Works and Payment of Prevailing Wage:

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Payment Bond.* In an amount equal to at least one hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials

in connection with the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 through 3252, inclusive, of the Civil Code and Section 13020 of the Unemployment Insurance Code of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code.

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

17. Indemnification:

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

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

18. Contractor's Insurance: Concurrently with the execution hereof, Contractor shall furnish City with satisfactory proof of carriage of the insurance required under this section, and that Contractor shall give City at least 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.

(a) *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) products and completed operations aggregate for bodily injury, personal injury, and property damage, including, without limitation, blanket contractual liability and coverage for explosion, collapse, and underground property damage hazards. The policy shall contain, or be endorsed to contain, the following provisions:

- (1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations. 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).
- (2) 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.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under the Contract, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such cancellation, non-renewal, or material change.
- (4) Coverage shall not extend to any indemnity coverage for the 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.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000) by disease-policy limit, and One Million Dollars (\$1,000,000) by disease-each employee.

(c) *Commercial Auto Insurance.* Contractor shall maintain commercial auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars (\$2,000,000.00) per accident. 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.

(d) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The policy shall be provided for replacement value on an "all-risk" basis. City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. The

policy must include: (1) coverage for removal of debris and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site, whether provided from within a Builder's Risk policy or through the addition of an Installation Floater. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(e) *Contractors Pollution Insurance.* Pollution Coverage shall be 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.

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

(g) *Umbrella or Excess Policy.* Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and Automobile Liability insurance. No 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.

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

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

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

(k) *Waiver of Subrogation.* With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, 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.

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

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

All Work Product shall become the property of City irrespective of where located or stored and Contractor agrees to deliver all such documents and information to City, without charge and in whatever form it exists, upon the 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 Section 9 of this Agreement or pursuant to Public Contract Code section 9204, or required by any other law, shall be exhausted prior to commencement of any arbitration under this Section 23.

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

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

If to City:

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

With courtesy copies to:

**City of Turlock, City Attorney's Office
Attn: George A. Petrulakis, City Attorney
156 S. Broadway, Suite 230
Turlock, CA 95380-5456**

If to Contractor:

**Creative Property Renewal, Inc
Attn: Josh Paden.
30 E Rose Street
Stockton CA 95202
Josh@cprstocion.com**

If to Contractor's Sureties:

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

Oscar Molina, E.I.T.
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5461
Telephone: (209) 668-5366
E-mail: omolina@turlock.ca.us

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

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

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

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

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

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

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

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

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

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

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

38. 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 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.

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

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

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

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

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

[Signatures on Following Page]

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

CONTRACTOR

By: _____

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or Social Security No:

DIR Registration Number:

Affix Contractor's Seal Here

CITY OF TURLOCK, a municipal corporation

By: _____
Susan E. Borrego, Interim City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
William D. Morris, RCE, PLS, City Engineer

By: _____
Christopher Fisher, Municipal Services
Director

APPROVED AS TO FORM:

By: _____
George A. Petrulakis, City Attorney

ATTEST:

By: _____
Nichole Fiez, City Clerk

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

PROPOSAL

Project No. 24-010

Fire Station No. 31 SCBA Compressor Room

City of Turlock, California

DATED: 5/13/25

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

NAME OF BIDDER: Creative Property Renewal, Inc.

BUSINESS ADDRESS: 36 E. Rose St., Stockton, CA 95202

PLACE OF RESIDENCE: Stockton

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

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

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

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

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

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

BIDDER'S FORM

PROJECT TITLE: Fire Station No. 31 SCBA Compressor Room

PROJECT NUMBER: 24-010

OPENING DATE: May 13, 2025

OPENING TIME: 2:00 PM

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
BASE BID					
1	Mobilization and Demobilization	LS	1	18,150	18,150
2	Remove Existing Improvements	LS	1	9,720	9,720
3	Site Work	LS	1	11,040	11,040
4	Interior Room Alterations	LS	1	14,725	14,725
5	Patchwork	LS	1	4,200	4,200
6	Restroom Alterations	LS	1	9,730	9,730
7	Electrical	LS	1	17,312	17,312
8	Mechanical	LS	1	14,400	14,400
9	Structural	LS	1	2,640	2,640
10	All Other Work Not Included within the Bid Items Above	LS	1	20,000	20,000
Base Subtotal					121,917

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

ADDENDA

No. <u>1</u>	Date <u>5/1/25</u>	Signed <u>[Signature]</u>
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____
No. _____	Date _____	Signed _____

TOTAL BASE BID WRITTEN IN FIGURES: \$ 121,917.00

TOTAL BASE BID WRITTEN IN WORDS: One Hundred Twenty One Thousand Nine Hundred and Seventeen Dollars

CONTRACTOR: Creative Property Renewal, Inc.

Bid Alternate 1: Exterior Double Door

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
Alt 1	Demolition	LS	1	4,860	4,860
	Rough Carpentry	LS	1	5,400	5,400
	Doors & Frames	LS	1	4,380	4,380
	Gypsum Board	LS	1	3,600	3,600
	Mechanical	LS	1	6,600	6,600
	Electrical	LS	1	3,932	3,932
	Pipe Bollard	EA	2	1,560	3,120
Additive Bid Alternate 1 Subtotal					31,892

ADDITIVE BID ALTERNATE 1 WRITTEN IN FIGURES: \$ 31,892.00

ADDITIVE BID ALTERNATE 1 WRITTEN IN WORDS Thirty One Thousand Eight Hundred and Ninety Two Dollars

Bid Alternate 2: New Mini-Split System

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total
Alt 2	Mechanical	LS	1	13,200	13,200
	Electrical	LS	1	4,528	4,528
	Pipe Bollard	EA	1	1,560	1,560
Additive Bid Alternate 2 Subtotal					19,288

ADDITIVE BID ALTERNATE 2 WRITTEN IN FIGURES: \$ 19,288.00

ADDITIVE BID ALTERNATE 2 WRITTEN IN WORDS Nineteen Thousand Two Hundred and Eighty Eight Dollars

The Basis of Award shall be the lowest base bid without respect to Additive Bid Alternates.

The City may award a contract for the Base Bid only, or for the Base Bid plus any one or both of the Additive Bid Alternates, whichever is deemed to be in the best interest of the City.

Each Bid Alternate listed shall be considered additive to the Base Bid price. For example, if the Base Bid subtotal price is \$100,000 and if by selecting the Bid Alternate 1 to provide new exterior double doors as indicated in the Plans and Specifications, the total cost of the bid costs such that the Additive Bid Alternate 1 work becomes \$130,000, then the bidder should enter bid costs such that the Additive Bid Alternate 1 Subtotal equals \$30,000.

If Bid Alternate 1 is selected, the contract time indicated in the sample agreement included with the bid documents will be increased by X days. If Bid Alternate 2 is selected, the contract time indicated in the sample agreement included with the bid documents will be increased by Y days.

COMPANY'S NAME: Creative Property Renewal, Inc.

BY: Josh Paden

ADDRESS: 30 E. Rose Street
(Number) (Street)
Stockton CA 95202
(City) (State) (ZIP)

CONTRACTOR'S PHONE #: 209-645-0077

CONTRACTOR'S EMAIL: Josh@cprstockton.com

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

Creative Property Renewal, Inc., Contractor's License # 1030285, Class B
(Company's Name)

Expires 8/31/25. DIR #: 1000823917

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

X [Signature] 5/13/25
(Bidder's Signature) (Date)

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

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

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

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

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

Licensed in accordance with an act providing for the registration of Contractors,
License No. 1030280 Expiration Date 8/31/25.

DATED: May 13, 2020

Address: 30 E. Rose St., Stockton, CA 95202

Phone: 209-645-0077

Email: Josh@cprstockton.com

X  Signature of Bidder

Jurat (Government Code Section 8202)

State of California

County of San Joaquin

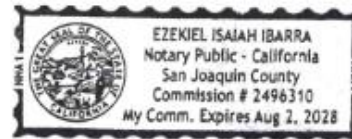
Subscribed and sworn to (or affirmed) before me on this 13 day of May, 2025

by Joshua Thomas Paden proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
NOTARY PUBLIC SIGNATURE

(AFFIX SEAL)

Ezekiel Isaiiah Ibarra
NOTARY PUBLIC PRINTED NAME



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]
Signature of Bidder

EXHIBIT B

PAYMENT BY FORCE ACCOUNT

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

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

1. Employer payment to the worker for:
 - 1.1 Basic hourly wage
 - 1.2 Health and welfare
 - 1.3 Pension
 - 1.4 Vacation
 - 1.5 Training
 - 1.6 Other State and federal recognized fringe benefit payments
2. Labor surcharge percentage in *Labor Surcharge and Equipment Rental Rates* current during the work paid at force account for:
 - 2.1 Workers' compensation insurance
 - 2.2 Social security
 - 2.3 Medicare
 - 2.4 Federal unemployment insurance
 - 2.5 State unemployment insurance
 - 2.6 State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

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

- (a) Home office overhead
- (b) Field office overhead
- (c) Bond costs

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

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

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

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

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

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

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

The City Engineer determines rental costs:

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

Equipment rental rates include the cost of:

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

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

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

1. Contractor submits a request to use rented equipment
2. Equipment is not available from Contractor's normal sources or from one of Contractor's subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. The City Engineer authorizes the equipment source and the rental rate before Contractor uses the equipment

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

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00

4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

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

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

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

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

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

EXHIBIT C
WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

(Typed or Printed Name)

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

Business Phone: () _____

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, State of California, has awarded to **Creative Property Renewal, Inc.**, hereinafter designated as the “Principal,” a contract for **Project No. 24-010, “Fire Station No. 31 SCBA Compressor Room”**; and,

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

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

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

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

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

[Signatures on Following Page]

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

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

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **Creative Property Renewal, Inc.**, hereinafter designated as the “Principal”, a contract for **Project No. 24-010, “Fire Station No. 31 SCBA Compressor Room”**; and

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

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

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

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

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

[Signatures on Following Page]

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

(Corporate Seal)

Principal _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal)

Surety _____

Address _____

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

By _____

Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal)

Witness _____

Approved as to form:

Risk Manager

City Council Staff Report

July 8, 2025



From: Christopher Fisher, Municipal Services Director
Prepared by: Tania Hernandez, Staff Services Analyst
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: In the matter of ordering the dissolution of the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042

Resolution: Approving the appropriation of funds from Fund 246 "Landscape Assessment" reserves to expense account 246-60-600.47326 "Reimburse Property Owners" in an amount not to exceed \$23,300 to reimburse property owner(s) of any overpayment to date as a result of the dissolution of the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042

2. DISCUSSION OF ISSUE:

The City of Turlock (City) formed the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042 (the "District") in April 2006 at the request of the developer. The District was to fund the maintenance and operation of streetlights, street sweeping, and future slurry seals on the subdivision streets by levying an annual assessment on property benefitting from said improvements. The City commenced with assessing the subject property in 2006.

After exhausting extensions deferring construction of the subdivision improvements, the property owner requested a reversion to acreage on the subdivision map thus removing the responsibility to fulfill the conditions of approval. The project, however, did not meet all the necessary criteria to process a reversion to acreage due to the fact that one lot would not be included in the reversion. However, the City was able to help the developer by terminating the subdivision improvement agreement, abandoning the right-of-way and easements dedicated on the subdivision map, and recording a parcel to re-subdivide the 17 lots into 2 lots. At the time of the reversion to acreage, staff reimbursed the developer/owner for all unused funds. Upon completion of the dissolution process, staff will proceed with the reimbursement of assessments previously collected.

At the end of Fiscal Year 2022-2023, there was \$23,222.25 in this District's fund balance. Staff will appropriate funds from Fund 246 reserves and reimburse the property owner all funds minus the cost of the dissolution.

On June 24, 2025, City Council approved and adopted the Resolution of Intention to dissolve the Victoria Estates Assessment District. This evening's action is the final step in the process – a public hearing that allows interested individuals the opportunity to comment on the matter. A public notice has been properly published and advertised. Following the hearing, Council will consider and, if appropriate, adopt the resolution ordering the dissolution.

3. BASIS OF RECOMMENDATION:

The subdivision improvements were never constructed; therefore the City is no longer obligated to provide maintenance and services to the development. Staff recommends Council approve the resolution and declare its intent to dissolve the District.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Assessments collected for this district were deposited in Fund 246 "Landscape Assessment District Maintenance". As of June 30, 2023, the District's balance stands at \$23,222.25. The City's Finance Department is currently reconciling financial activity for Fiscal Year 2023-2024, and the final reimbursement amount has not yet been determined. However, the property owner has agreed to accept the remaining District balance, less than dissolution cost of \$2,400. The reimbursement will not exceed \$23,300.

The dissolution of the Victoria Estates Assessment District will have no impact on the General Fund.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378 (Project) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

8. ALTERNATIVES:

City Council may choose not to adopt these Resolutions. Staff does not recommend this as no improvements exist that would require maintenance services from the City. Furthermore, City Council has previously approved the resolution of intention to dissolve the subject assessment district. This action is the final step of that process.

9. ATTACHMENTS:

1. Draft Resolution ordering dissolution
2. Draft Resolution approving appropriation of funds

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

RESOLUTION NO. 2025-

IN THE MATTER OF ORDERING THE }
 DISSOLUTION OF THE VICTORIA ESTATES }
 LANDSCAPING, LIGHTING, AND STREET }
 MAINTENANCE BENEFIT ASSESSMENT }
 DISTRICT, SUBDIVISION PROJECT NO. 7042 }
 _____ }

WHEREAS, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, the Benefit Assessment Act of 1982, (the “Acts”) and the California Constitution, the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042 (the “District”) was duly formed and established in 2006 to levy annual assessments for all lawful purposes authorized under the Acts, including, but not limited to, the maintenance and operation of the streetlights, street sweeping, and future slurry seals on the subdivision streets as identified in the Final Engineer’s Report approved in the District formation proceedings; and

WHEREAS, the District was formed for the maintenance and servicing of improvements within the District through City Council Resolution No. 2006-098 on April 11, 2006; and

WHEREAS, the developer has terminated the subdivision agreement, abandoning right-of-way and easements, therefore the City is no longer providing the maintenance and servicing of the improvements within the territory of the proposed development; and

WHEREAS, for those reasons and upon receipt of public comment and testimony on the matter, the City declares to dissolve the District pursuant to California Streets and Highways Code Section 22610 and ceases the levy and collection of assessments against parcels of land within the District beginning with the ~~2025/26~~ Fiscal Year 2025-2026; and,

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF TURLOCK, AS FOLLOWS:

1. **Recitals:** The recitals set forth above are true and correct, and incorporate these recitals herein by reference.
2. **Intention:** It is the intention of this legislative body to dissolve the District, pursuant to Division 15, Part 2, Chapter 2, Sections 22605 et seq. of the California Streets and Highways Code, as of July 1, 2025.

3. **Boundaries:** The District is located south of Roberts Road and east of N. Golden State Blvd. The boundaries of the District to be dissolved are the boundaries which the City Council previously declared to benefit by said works of improvement, found in the assessment diagram previously approved by the City Council, a copy of which is on file in the Office of ~~the City Engineer~~Public Works Director.
4. **Levy of Assessment:** The annual levy of assessments as set forth and described in the Engineer's Report shall cease, beginning in Fiscal Year 2025/2026.
5. **Public Hearing:** The City Council had taken public comments and testimony regarding the proposed dissolution and for the City Council's final action upon the proposed dissolution of the District.
6. **Dissolution:** The District is hereby dissolved and any available funds will be distributed pursuant to the applicable laws.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of July 2025, 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

RESOLUTION NO. 2025-

IN THE MATTER APPROVING THE }
APPROPRIATION OF FUNDS FROM FUND 246 }
“LANDSCAPE ASSESSMENT” RESERVES TO }
EXPENSE ACCOUNT 246-60-600.47326 }
“REIMBURSE PROPERTY OWNERS” IN AN }
AMOUNT NOT TO EXCEED \$23,300 TO }
REIMBURSE PROPERTY OWNER(S) OF ANY }
OVERPAYMENT TO DATE AS A RESULT OF }
THE DISSOLUTION OF THE VICTORIA }
ESTATES LANDSCAPING, LIGHTING, AND }
STREET MAINTENANCE BENEFIT }
ASSESSMENT DISTRICT, SUBDIVISION }
PROJECT NO. 7042 }

WHEREAS, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, the Benefit Assessment Act of 1982, (the “Acts”) and the California Constitution, the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042 (the “District”) was duly formed and established in 2006 to levy annual assessments for all lawful purposes authorized under the Acts; and

WHEREAS, the developer was unable to construct the subdivision improvements and subsequently requested a reversion to acreage on the subdivision map thereby relieving the obligation to fulfill the associated conditions of approval; and

WHEREAS, the developer also terminated the subdivision agreement, abandoned the right-of-way and easements, resulting in the City no longer needed to provide the maintenance and servicing of the improvements; and

WHEREAS, on June 24, 2025, Council adopted Resolution of Intention 2025-116 to initiate the dissolution of the District pursuant to Division 15, Part 2, Chapter 2, Sections 22605 et seq. of the California Streets and Highways Code; and

WHEREAS, on July 8, 2025, following proper notice and a public hearing held at 6:00 p.m., the City Council received public comments and testimony regarding the proposed dissolution, and no protests were filed; and

WHEREAS, at said meeting, the City Council adopted a Resolution of Dissolution in accordance with California Streets and Highways Code Section 22610, formally dissolving the District; and

WHEREAS, there remains a balance of funds in the District's account, and such funds are no longer required for maintenance services due to the dissolution of the District and should be reimbursed to the property owner; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the appropriation of funds from Fund 246 "Landscape Assessment" reserves to expense account 246-60-600.47326 "Reimburse Property Owners" in an amount not to exceed \$23,300 to reimburse property owner(s) of any overpayment to date as a result of the dissolution of the Victoria Estates Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 7042.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of July 2025, 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

July 8, 2025



From: George Petrulakis, City Attorney
Prepared by: George Petrulakis, City Attorney
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Ordinance: Introduction and first reading of an ordinance repealing and replacing Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct), Chapter 5-17 (Vendors) with a new Chapter 5-17 (Itinerant Vendors) to remove outdated street and sidewalk vending regulations and adopt a regulatory framework for itinerant (door-to-door) vendors only.

Resolution: Adopting Rules and Regulations Regarding Sidewalk Vendors within the City of Turlock, pursuant to Government Code Chapter 6.2 (commencing with Section 51036) of Part 1 of Division 1 of Title 5.

2. DISCUSSION OF ISSUE:

This item seeks to update the City's regulation of vendors plying their trade door-to-door or by utilizing City sidewalks and other City rights-of-way. The proposed ordinance will repeal and replace Turlock Municipal Code Chapter 5-17 to apply only to itinerant (door-to-door) vendors. The proposed resolution will establish new rules and regulations for sidewalk (street) vendors consistent with state law.

The current Chapter 5-17 of the Turlock Municipal Code regulates both street vendors and itinerant vendors. However, Government Code Chapter 6.2 (commencing with Section 51036) of Part 1 of Division 1 of Title 5 ("Chapter 6.2"), preempts local regulation of sidewalk vendors except through objective standards adopted by ordinance or resolution. At the request of the Turlock Police Department and by the recommended actions, the City is conforming its local laws and regulations to the requirements of state law.

To comply with Chapter 6.2, the City has prepared a resolution that sets forth time, place, and manner restrictions for sidewalk vending based on objective concerns. These include regulations addressing proximity to driveways, fire hydrants, schools, and other public safety features, as well as sanitary and ADA-access compliance requirements. The fines in the resolution are those allowed by state law.

The City has the option of adopting the new sidewalk vending rules and regulations by ordinance or resolution. The staff recommendation is to adopt them by resolution since the state legislature is considering additional constraints on the City's ability to regulate in this subject area (proposed Senate Bill 635). The resolution includes a provision requiring the City to review the resolution within twelve (12) months. This will allow the City to make any changes required by any new state laws, review the effectiveness and any operational issues that arise under the Resolution, and consider codifying the rules and regulations into the Turlock Municipal Code.

At the same time, the City's existing Chapter 5-17 includes provisions that are no longer enforceable under Chapter 6.2. Staff recommends repealing Chapter 5-17 in its current form and replacing it with a new version titled "Itinerant Vendors," which will apply solely to door-to-door solicitors and vendors. This ordinance does not affect sidewalk vending and ensures clear separation between the two regulatory frameworks.

By adopting both the ordinance and resolution, the City will modernize its regulatory approach to vendors. The proposed ordinance maintains reasonable permit requirements and conduct rules for itinerant vendors. The resolution ensures that sidewalk vending remains lawful under state law while protecting public health and safety. Together, these actions bring the City's policies into compliance with Chapter 6.2.

3. BASIS OF RECOMMENDATION:

A. Adoption of both the ordinance and resolution is required to align the City's vendor regulations with California Government Code Sections 51036–51039.

B. This approach ensures the City has legally enforceable, clearly defined regulations that distinguish between sidewalk vending and door-to-door vending activities.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Do not adopt the ordinance and resolution. This is not recommended, as the current code provisions related to street and sidewalk vending are preempted by state law and are no longer enforceable.

B. Provide staff with alternative direction regarding changes to the proposed resolution or ordinance prior to adoption.

9. ATTACHMENTS:

1. Draft Ordinance Replace Ch 5-17 Itinerant Vendors Agenda Version 2025_07_03
2. Comparison Document Showing Changes to Current TMC Chapter 5-17
3. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REPEALING }
AND REPLACING TURLOCK }
MUNICIPAL CODE TITLE 5 (PUBLIC }
WELFARE, MORALS, AND }
CONDUCT), CHAPTER 5-17 }
(VENDORS) WITH A NEW CHAPTER }
5-17 (ITINERANT VENDORS) TO }
REMOVE OUTDATED STREET AND }
SIDEWALK VENDING }
REGULATIONS AND ADOPT A }
REGULATORY FRAMEWORK FOR }
ITINERANT (DOOR-TO-DOOR) }
VENDORS ONLY. }

ORDINANCE NO. -CS

WHEREAS, the City Council of the City of Turlock previously adopted Ordinance No. 870-CS on 3/30/1995; and

WHEREAS, the City has determined that Ordinance No. 870-CS no longer complies with state law and must be repealed in part and revised to ensure such compliance; and

NOW, THEREFORE, the City Council of the City of Turlock does ordain as follows:

Section 1. REPEALED: Title 5, Chapter 17 VENDORS is hereby repealed in its entirety.

~~Chapter 5-17 VENDORS~~

~~5-17-01 Findings.~~

~~The City Council of the City of Turlock hereby finds and declares that public necessity, health and safety, and for the general welfare, immediately requires that any person operating an itinerant or street vendor business or service as an owner or operator or as an employee of an owner or operator obtain a permit from the City of Turlock and operate pursuant to the laws of the State of California, the County of Stanislaus and the City of Turlock.~~

~~5-17-02 Definitions.~~

~~For the purposes of this chapter, unless otherwise stated in this chapter, the following words and phrases are defined as follows:~~

~~(a) "Established place of business" shall mean and include a fixed place, location or building within the boundaries of the City of Turlock, zoned for residential uses with a valid City home occupation permit, or commercial, office, or industrial uses, owned, or rented or leased on a month-to-month or term for years basis, by a person using such place, location or building as his or her permanent place of business.~~

~~(b) "Itinerant vendor" shall mean and include:~~

~~(1) any person who has no established place of business within the boundaries of the City of Turlock and who is engaged in transient business traveling from place to place for the purpose of selling any goods, wares, merchandise or services or for the purpose of the taking of orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date; and~~

~~(2) any person who has obtained the proper City of Turlock permits and public/private permission to engage in a transient business in one location or set up a temporary location as provided by the Turlock Municipal Code for the purpose of selling any goods, wares, merchandise or services or for the purpose of the taking of orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date.~~

~~(c) "Street vendor" shall mean and include any person who shall stand or park any vehicle, wagon, or pushcart from which goods, wares, merchandise, fruits, vegetables, or food stuffs are sold, displayed, or offered for sale or any lunch wagon or eating car or vehicle on any city street.~~

~~(d) "Person" shall mean and include natural persons, sole proprietorships, firms, associations, partnerships, or corporations.~~

~~(e) "Non-profit organization" shall mean and include any organization, foundation, corporation or association recognized by the State of California as a non-profit organization.~~

~~(f) "Temporary location" shall mean and include a location that may not be used in excess of seventy-two (72) hours in any consecutive thirty (30) day period.~~

~~5-17-03 — Permits: Required: Exemptions: Exceptions.~~

~~(a) No person shall engage in any business whether individually or as the employee or agent of another person, firm, company, corporation, association, organization, or partnership as an itinerant vendor without first complying with all applicable requirements of Title 9, Chapter 2, of the Turlock Municipal Code (Zoning Regulations) and having obtained a permit from the Chief of Police.~~

~~(b) Exemptions: The following are expressly exempt from the provisions of this article:~~

- ~~(1) Qualified participants in a farmer's market registered with the sponsoring organization approved from time to time by the City Council of the City of Turlock;~~
- ~~(2) Merchants having an established place of business in the City of Turlock, or to their employees or agents;~~
- ~~(3) Wholesalers or their representatives, employees or agents, calling upon retail business.~~

~~(c) Non-profit organizations as recognized by the State of California are not required to obtain itinerant vendor or street vendor permits but shall register their itinerant vendor activity with the City of Turlock Police Department pursuant to Turlock Municipal Code Section 5-17-17.~~

~~5-17-04 — Street vendors.~~

~~(a) Except as otherwise provided in this section, no street vendor shall operate within this City:~~

- ~~(1) at any permitted location for a period of time exceeding thirty (30) minutes and regardless of the length of time that vending occurred at any permitted location, shall not vend again for a period of twenty-four (24) hours within 1000 feet of such location;~~
- ~~(2) within 1000 feet of any park, playground, public recreation facility, or school property;~~
- ~~(3) within 50 feet of any intersection;~~
- ~~(4) in such a manner as to constitute a violation of Vehicle Code Section 22400 and 22507;~~
- ~~(5) on South First Street between Main Street and A Street;~~
- ~~(6) in a City parking lot.~~

~~(b) Where a person or entity owns more than one vehicle, wagon, or pushcart subject to the provisions of this section, said person or entity shall not permit an additional vehicle, wagon, or pushcart owned by said person or entity to vend at any permitted location for a period of twenty-four (24) hours within 1000 feet of such a location when another vehicle, wagon, or pushcart owned by the same person or entity has already vended within that twenty-four (24) hour period at that permitted location.~~

~~(c) The provisions of this subsection shall not apply to persons delivering such articles upon order of or by agreement with a customer from a store or other fixed place of business or distribution.~~

~~(d) It shall be unlawful for any person to own, lease, drive, operate, or cause or permit to be driven, or operate any food vending truck in the City of Turlock unless such person has obtained a permit pursuant to Section 5-17-05 of this Code, and submitted a motor vehicle liability insurance policy, covering each food vending truck, issued by a solvent corporation holding a certificate of authority to do insurance business in the State of California.~~

~~(e) Each vehicle operating under the provisions of this chapter and pursuant to the permit issued under Section 5-17-05 of this Code shall be equipped with a trash receptacle of a size sufficient to accommodate all trash and refuse generated by its vending activities.~~

~~(f) Each vendor shall pick up and deposit in the trash receptacle on the vehicle any paper, cups, wrappers, litter, or other refuse of any kind which were a part of the goods or merchandise supplied from the vehicle and which have been left or abandoned within twenty-five (25') feet of such vehicle or any public property other than in a trash receptacle provided for such purposes. No vendor or operator shall dispose of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of such vendor or operator.~~

~~(g) Vendor shall not dispose of liquid or semi-solid or solid waste on City-owned property and shall dispose of waste in compliance with the provisions of Turlock Municipal Code Section 6-4-118.~~

~~5-17-05 — Permits: Applications.~~

~~Any person desiring to obtain an itinerant vendor or street vendor permit or desiring to obtain a permit for his or her employee or agent shall file a written application with the Chief of Police on the application form provided by the Police Department. Such application shall set forth the following information:~~

~~(a) The applicant's name and address(es), both residential and business;~~

~~(b) If the applicant is a corporation, the name of the corporation exactly as it appears in the articles of incorporation, as well as the names and addresses of all officers, directors and stock holders holding five (5%) percent or more of the stock in the corporation;~~

- ~~(c) If the applicant is a partnership or unincorporated association, the names and addresses of all partners, including limited partners, or principals. Additionally, if the applicant is a partnership, then it must designate a managing partner and that person must complete the application form;~~
- ~~(d) The applicant's date of birth, weight, height, color of eyes and hair;~~
- ~~(e) The name under which the itinerant vendor operates;~~
- ~~(f) The name of each City, County and State, including the specific addresses therein, in which the applicant has been engaged in or has conducted itinerant vendor activity within the immediately preceding five (5) years;~~
- ~~(g) A statement of all felonies and misdemeanors for which the applicant has been convicted, including nolo contendere, within the five (5) years immediately preceding the date of the application;~~
- ~~(h) The applicant's valid drivers license number;~~
- ~~(i) The applicant's valid Social Security number;~~
- ~~(j) The type of permit requested (i.e. Owner, Operator or Employee);~~
- ~~(k) Any and all other information requested by the Chief of Police to facilitate the processing of the application and to ensure that the public's health, safety and general welfare is protected;~~
- ~~(l) A signed statement that the information contained in the application as submitted by the applicant is true to the best of the applicant's knowledge under the penalty of perjury under the laws of the State of California.~~

~~5-17-06 — Permits: Fees.~~

~~Any person desiring to obtain a permit shall pay to the City of Turlock, and submit along with the application referenced in Turlock Municipal Code Section 5-17-04, above, the fees established from time to time by resolution of the City Council of the City of Turlock for itinerant vendors.~~

~~5-17-07 — Permits: Background police investigation: Temporary permits.~~

~~(a) The Chief of Police shall conduct and complete an investigation of the truthfulness of the facts set forth in the application filed pursuant to Turlock Municipal Code Section 5-17-04, above, and the moral fitness, reputation, character, integrity and competency of the applicant.~~

~~(b) The applicant shall report to the Turlock Police Station to be fingerprinted, the cost of which shall be borne by the applicant. A complete fingerprint background investigation through the California Department of Justice can take an estimated six (6) to sixteen (16) weeks to complete.~~

~~(c) The Chief of Police, within fifteen (15) days after the application is received, shall conduct a preliminary background check of references and law enforcement agency records within Stanislaus County and counties contiguous to Stanislaus County pursuant to a written release from applicant.~~

~~(d) If the Chief of Police finds nothing in the preliminary background investigation which would indicate that the applicant's moral, fitness, reputation, character, integrity or competency would pose a threat to the public safety, health or welfare, the Chief of Police may issue a ninety (90) day temporary permit while the complete fingerprint background investigation is being completed by the California Department of Justice pursuant to Turlock Municipal Code Section 5-17-06(b), above. To qualify for a temporary permit, the itinerant vendor (1) shall file a permit application pursuant to Turlock Municipal Code Section 5-17-04; (2) shall reside in Stanislaus County or a county contiguous to Stanislaus County; and (3) shall be subject to a background check of references and law enforcement agency records within Stanislaus County and counties contiguous to Stanislaus County pursuant to a written release from applicant. If the complete fingerprint background investigation is not completed by the California Department of Justice on the expiration date of the ninety (90) day temporary permit, the Chief of Police may extend the expiration date by not more than sixty (60) days.~~

~~5-17-08 — Permits: Issuance.~~

~~The Chief of Police shall grant and issue the permit for a period not to exceed one year and subject to the conditions established below and any other conditions that the Chief of Police establishes if the Chief of Police finds nothing in the preliminary background investigation or the complete fingerprint background investigation through the California Department of Justice which would indicate that the applicant's moral, fitness, reputation, character, integrity or competency is not good or would pose a threat to the public safety, health or welfare.~~

~~5-17-09 — Permits: Conditions to promote quality assurance.~~

~~The following conditions shall apply to each and every permit issued:~~

~~(a) The applicant must be eighteen (18) years or older or if the applicant is between the age of fourteen (14) and seventeen (17), inclusive, submit proof of a valid work permit issued by the applicant's school;~~

~~(b) The applicant must not have been convicted within the five (5) years immediately preceding application for a permit for a crime involving honesty or veracity, violence, dangerous or deadly weapons, or not more than once during the same five (5) year period of the use or possession of narcotics or other such illicit substance;~~

~~(c) The applicant must operate in accordance with the provisions and requirements of the laws of the United States of America, the State of California, the County of Stanislaus, and the City of Turlock;~~

~~(d) The applicant must operate in a courteous, honest and forthright manner which includes, but is not limited to, the following:~~

~~(1) Display his or her permit pursuant to Turlock Municipal Code Section 5-17-13 and upon request present it for review by the person the permittee is soliciting;~~

~~(2) Refrain from soliciting those persons that have indicated that they do not want to be solicited, either orally or by the posting of a sign;~~

~~(3) Do not threaten or coerce any person.~~

~~(e) The applicant must procure and present to the City of Turlock a bond in the penal sum of One Thousand and no/100ths (\$1,000.00) Dollars;~~

~~(f) If the applicant proposes to operate on private property, he or she must first obtain zoning clearance from the City of Turlock Community Development Department, Planning Division, and shall comply and operate pursuant to all applicable zoning laws, regulations, and special conditions as administered by the City of Turlock Community Development Department by authority of the Turlock Municipal Code;~~

~~(g) Any and all other conditions established by the Chief of Police or the City Manager, or his or her designee, on any one individual permit to ensure the public health, safety and general welfare.~~

~~5-17-10 ——— Permits: Denial: Suspension: Revocation.~~

~~(a) Denial. The Chief of Police may deny the permit if it appears that:~~

~~(1) the applicant has been convicted, including a plea of nolo contendere, of a felony or misdemeanor involving moral turpitude under any State or Federal law; or~~

~~(2) there is any cause which, in the opinion of the Chief of Police, jeopardizes the public health, safety or general welfare.~~

~~(b) Suspension and Revocation. The Chief of Police is authorized to temporarily suspend or permanently revoke the permit of any person permitted under this chapter for any of the reasons that follow after five (5) days written notice to the permittee specifying the grounds for the proposed suspension or revocation and requiring the permittee to appear at a certain time and place to show cause why such permit should not be suspended or revoked:~~

~~(1) Non-compliance with any of the conditions established by Turlock Municipal Code Section 5-17-09.~~

~~(2) If it appears that the permittee has engaged in any unlawful business, act or acts.~~

~~(3) When any matter comes to the attention of the Chief of Police that the information provided in the permittee's application was false.~~

~~(4) When complaint(s) have been lodged against the permittee that same has threatened or jeopardizes the public health, safety or general welfare.~~

~~5-17-11 — Permits: Appeal of the Chief of Police's denial, suspension or revocation.~~

~~(a) Any permittee or applicant may appeal the decision of the Chief of Police to deny, suspend or revoke a permit to the City Manager, or his or her designee by submitting such appeal in writing within ten (10) days of the date of the denial, suspension or revocation.~~

~~(b) The City Manager, or his or her designee, shall set a date and time for a hearing not later than ten (10) days from the receipt of the written appeal on the appeal and give at least five (5) calendar days written notice thereof by mail addressed to the applicant's permanent address as reflected in the application.~~

~~(c) At the hearing, which may be continued from time to time, the City Manager may take oral and documentary evidence from any interested person regarding the moral fitness, reputation, character, integrity and competency of the applicant or any other factors which were used by the Chief of Police in his or her reasonable judgment that resulted in the denial, suspension or revocation of a permit. Any applicant or permittee or applicant who fails to appear at the hearing after notice was given, without obtaining a continuance from the City Manager, or his or her designee, may be deemed to have waived any right to introduce evidence or object to the final decision of the City Manager, or his or her designee.~~

~~(d) If the applicant fails to appear at the time and place set for hearing, the City Manager will consider the matter resolved by the ruling of the Chief of Police.~~

~~(e) The City Manager, or his or her designee, shall make a ruling at the end of such hearing or within five (5) days thereafter to either:~~

~~(1) Uphold the decision of the Chief of Police in the denial, suspension or revocation of the permit;~~

~~(2) Overrule the decision of the Chief of Police and grant or reinstate the permit;~~

~~(3) Amend the suspension length of the permit for any such period as may be deemed necessary and proper;~~

~~(4) Grant or reinstate the permit with additional conditions established thereto.~~

~~**5-17-12 Permits: Appeal of the City Manager's decision.**~~

~~(a) Any applicant may appeal the decision of the City Manager, or his or her designee, by filing such appeal with the City Clerk in writing within ten (10) days of the date of the City Manager's decision.~~

~~(b) The City Clerk shall schedule a public hearing at next regularly scheduled City Council meeting in accordance with the calendar deadlines established by the City Clerk for placing an item on the City Council agenda. The City Clerk shall give at least five (5) calendar days written notice thereof by mail addressed to the applicant's permanent address as reflected in the application.~~

~~(c) If the applicant fails to appear at the time and place set for hearing, the City Council will consider the matter resolved by the ruling of the City Manager, or his or her designee.~~

~~(d) If the applicant does appear, the applicant will have to show by clear and convincing evidence that the City Manager, or his or her designee, was incorrect in his or her ruling.~~

~~(e) The City Council shall have the power to concur with the ruling of the City Manager, or his or her designee, or reject the ruling and order the issuance of the permit. In either event, the decision of the City Council shall be the final administrative remedy available to the applicant.~~

~~**5-17-13 Permits: Non-transferable.**~~

~~Any permit issued pursuant to the provisions of this article shall be non-transferable and such shall be used only by the person to whom it has been issued.~~

~~**5-17-14 Permits: Display.**~~

~~(a) The permittee shall display his or her permit on his or her person at all times while engaged in any such business.~~

~~(b) The permittee shall also have in his or her possession written permission to be on and conduct business on such public or private property from the owner, or his or her authorized representative. The permittee shall, upon demand of any peace officer or fire inspector present such written permission.~~

~~5-17-15 — Prohibited areas.~~

~~(a) Any permit issued pursuant to this article does not allow or authorize the permittee to operate on a public highway or road right of way nor does it allow the permittee to operate on public or private property without the prior written permission of the current owner, or his or her authorized representative.~~

~~(b) No area may be used for a use where such activity is prohibited by the Turlock Municipal Code.~~

~~5-17-16 — Permit: Renewal.~~

~~Any permit issued pursuant to this Article may thereafter be renewed yearly by the applicant, if the permit has not been suspended or revoked, upon the applicant requesting same from the Chief of Police and paying in advance the renewal fee as established time to time by resolution of the City Council.~~

~~5-17-17 — Registration requirements for those organizations exempted pursuant to Turlock Municipal Code Section 5-17-03(b).~~

~~(a) Any organization not required to obtain permits pursuant to Turlock Municipal Code Section 5-17-03(c) and engaged as itinerant vendors must nonetheless register their organization and participants with the City of Turlock Police Department prior to engaging in such activity.~~

~~(b) Registration pursuant to Turlock Municipal Code Section 5-17-17(a) must be made in writing at least five (5) days prior to the commencement of such activity and shall contain at least the following information:~~

~~(1) The name of the organization;~~

~~(2) The names of all itinerant vendors;~~

~~(3) The nature of the activity and the dates that same will be conducted;~~

~~(4) Any other such information that the Chief of Police may require to insure the public safety, health and general welfare.~~

~~5-17-18~~ — ~~Violation: Penalty.~~

~~(a) It shall be unlawful for any person to violate any provision of this chapter or to fail to comply with any of the requirements of this article. Any person violating any of such provisions or failing to comply with any of such requirements of this chapter shall be guilty of a misdemeanor.~~

~~(b) Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person and shall be punishable accordingly.~~

~~(c) In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of this chapter shall be deemed a public nuisance and may be summarily abated by the City, and shall be regarded as a new and separate offense.~~

~~(d) Any person convicted of a misdemeanor under the provisions of this chapter shall be punishable by a fine not to exceed One Thousand and no/100ths (\$1,000.00) Dollars, or by imprisonment in the County Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.~~

~~(e) Pursuant to California Government Code Section 38773.7, any person found in violation of the provisions of this chapter a second or subsequent time within a two-year period will be subject to treble damages, according to court order.~~

Section 2. REPLACED: Title 5, Chapter 17 is hereby added to read as follows:

Chapter 5-17 ITINERANT VENDORS

5-17-01 Findings.

The City Council of the City of Turlock hereby finds and declares that public necessity, health and safety, and for the general welfare, immediately requires that any person operating an itinerant business or service as an owner or operator or as an employee of an owner or operator obtain a permit from the City of Turlock and operate pursuant to the laws of the State of California, the County of Stanislaus and the City of Turlock.

5-17-02 Definitions.

For the purposes of this chapter, unless otherwise stated in this chapter, the following words and phrases are defined as follows:

(a) "Established place of business" shall mean and include a fixed place, location or building within the boundaries of the City of Turlock, zoned for residential uses with a valid City home occupation permit, or commercial, office, or industrial uses, owned, or rented or leased on a month-to-month or term for years basis, by a person using such place, location or building as his or her permanent place of business.

(b) "Itinerant vendor" shall mean and include:

(1) any person who has no established place of business within the boundaries of the City of Turlock and who is engaged in transient business traveling from place to place for the purpose of selling any goods, wares, merchandise or services or for the purpose of the taking of orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date; and

(2) any person who has obtained the proper City of Turlock permits and public/private permission to engage in a transient business in one location or set up a temporary location as provided by the Turlock Municipal Code for the purpose of selling any goods, wares, merchandise or services or for the purpose of the taking of orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date.

(c) Repealed.

(d) "Person" shall mean and include natural persons, sole proprietorships, firms, associations, partnerships, or corporations.

(e) "Non-profit organization" shall mean and include any organization, foundation, corporation or association recognized by the State of California as a non-profit organization.

(f) "Temporary location" shall mean and include a location that may not be used in excess of seventy-two (72) hours in any consecutive thirty (30) day period.

5-17-03 Permits: Required: Exemptions: Exceptions.

(a) No person shall engage in any business whether individually or as the employee or agent of another person, firm, company, corporation, association, organization, or partnership as an itinerant vendor without first complying with all applicable requirements of Title 9, Chapter 2, of the Turlock Municipal Code (Zoning Regulations) and having obtained a permit from the Chief of Police.

(b) Exemptions: The following are expressly exempt from the provisions of this article:

(1) Qualified participants in a farmer's market registered with the sponsoring organization approved from time to time by the City Council of the City of Turlock;

(2) Merchants having an established place of business in the City of Turlock, or to their employees or agents;

(3) Wholesalers or their representatives, employees or agents, calling upon retail business.

(c) Non-profit organizations as recognized by the State of California are not required to obtain an itinerant vendor permits but shall register their itinerant vendor activity with the City of Turlock Police Department pursuant to Turlock Municipal Code Section 5-17-17.

5-17-04 Street Vendors. Repealed.

5-17-05 Permits: Applications.

Any person desiring to obtain an itinerant vendor permit or desiring to obtain a permit for his or her employee or agent shall file a written application with the Chief of Police on the application form provided by the Police Department. Such application shall set forth the following information:

(a) The applicant's name and address(es), both residential and business;

(b) If the applicant is a corporation, the name of the corporation exactly as it appears in the articles of incorporation, as well as the names and addresses of all officers, directors and stock holders holding five (5%) percent or more of the stock in the corporation;

(c) If the applicant is a partnership or unincorporated association, the names and addresses of all partners, including limited partners, or principals. Additionally, if the applicant is a partnership, then it must designate a managing partner and that person must complete the application form;

(d) The applicant's date of birth, weight, height, color of eyes and hair;

(e) The name under which the itinerant vendor operates;

(f) The name of each City, County and State, including the specific addresses therein, in which the applicant has been engaged in or has conducted itinerant vendor activity within the immediately preceding five (5) years;

(g) A statement of all felonies and misdemeanors for which the applicant has been convicted, including nolo contendere, within the five (5) years immediately preceding the date of the application;

(h) The applicant's valid drivers license number;

(i) The applicant's valid Social Security number;

(j) The type of permit requested (i.e. Owner, Operator or Employee).

(k) Any and all other information requested by the Chief of Police to facilitate the processing of the application and to ensure that the public's health, safety and general welfare is protected:

(l) A signed statement that the information contained in the application as submitted by the applicant is true to the best of the applicant's knowledge under the penalty of perjury under the laws of the State of California.

5-17-06 Permits: Fees.

Any person desiring to obtain a permit shall pay to the City of Turlock, and submit along with the itinerant vendor application the fees established from time to time by resolution of the City Council of the City of Turlock for itinerant vendors.

5-17-07 Permits: Background police investigation: Temporary permits.

(a) The Chief of Police shall conduct and complete an investigation of the truthfulness of the facts set forth in the itinerant vendors application filed pursuant this Chapter, and the moral fitness, reputation, character, integrity and competency of the applicant.

(b) The applicant shall report to the Turlock Police Station to be fingerprinted, the cost of which shall be borne by the applicant. A complete fingerprint background investigation through the California Department of Justice can take an estimated six (6) to sixteen (16) weeks to complete.

(c) The Chief of Police, within fifteen (15) days after the application is received, shall conduct a preliminary background check of references and law enforcement agency records within Stanislaus County and counties contiguous to Stanislaus County pursuant to a written release from applicant.

(d) If the Chief of Police finds nothing in the preliminary background investigation which would indicate that the applicant's moral, fitness, reputation, character, integrity or competency would pose a threat to the public safety, health or welfare, the Chief of Police may issue a ninety (90) day temporary permit while the complete fingerprint

background investigation is being completed by the California Department of Justice pursuant to Turlock Municipal Code Section 5-17-06(b), above. To qualify for a temporary permit, the itinerant vendor (1) shall file a permit application pursuant to this Chapter; (2) shall reside in Stanislaus County or a county contiguous to Stanislaus County; and (3) shall be subject to a background check of references and law enforcement agency records within Stanislaus County and counties contiguous to Stanislaus County pursuant to a written release from applicant. If the complete fingerprint background investigation is not completed by the California Department of Justice on the expiration date of the ninety (90) day temporary permit, the Chief of Police may extend the expiration date by not more than sixty (60) days.

5-17-08 Permits: Issuance.

The Chief of Police shall grant and issue the permit for a period not to exceed one year and subject to the conditions established below and any other conditions that the Chief of Police establishes if the Chief of Police finds nothing in the preliminary background investigation or the complete fingerprint background investigation through the California Department of Justice which would indicate that the applicant's moral, fitness, reputation, character, integrity or competency is not good or would pose a threat to the public safety, health or welfare.

5-17-09 Permits: Conditions to promote quality assurance.

The following conditions shall apply to each and every permit issued:

- (a) The applicant must be eighteen (18) years or older or if the applicant is between the age of fourteen (14) and seventeen (17), inclusive, submit proof of a valid work permit issued by the applicant's school;
- (b) The applicant must not have been convicted within the five (5) years immediately preceding application for a permit for a crime involving honesty or veracity, violence, dangerous or deadly weapons, or not more than once during the same five (5) year period of the use or possession of narcotics or other such illicit substance;
- (c) The applicant must operate in accordance with the provisions and requirements of the laws of the United States of America, the State of California, the County of Stanislaus, and the City of Turlock;
- (d) The applicant must operate in a courteous, honest and forthright manner which includes, but is not limited to, the following:
 - (1) Display his or her permit pursuant to Turlock Municipal Code Section 5-17-13 and upon request present it for review by the person the permittee is soliciting;

(2) Refrain from soliciting those persons that have indicated that they do not want to be solicited, either orally or by the posting of a sign;

(3) Do not threaten or coerce any person.

(e) The applicant must procure and present to the City of Turlock a bond in the penal sum of One Thousand and no/100ths (\$1,000.00) Dollars;

(f) If the applicant proposes to operate on private property, he or she must first obtain zoning clearance from the City of Turlock Community Development Department, Planning Division, and shall comply and operate pursuant to all applicable zoning laws, regulations, and special conditions as administered by the City of Turlock Community Development Department by authority of the Turlock Municipal Code;

(g) Any and all other conditions established by the Chief of Police or the City Manager, or his or her designee, on any one individual permit to ensure the public health, safety and general welfare.

5-17-10 Permits: Denial: Suspension: Revocation.

(a) Denial. The Chief of Police may deny the permit if it appears that:

(1) the applicant has been convicted, including a plea of nolo contendere, of a felony or misdemeanor involving moral turpitude under any State or Federal law;
or

(2) there is any cause which, in the opinion of the Chief of Police, jeopardizes the public health, safety or general welfare.

(b) Suspension and Revocation. The Chief of Police is authorized to temporarily suspend or permanently revoke the permit of any person permitted under this chapter for any of the reasons that follow after five (5) days written notice to the permittee specifying the grounds for the proposed suspension or revocation and requiring the permittee to appear at a certain time and place to show cause why such permit should not be suspended or revoked:

(1) Non-compliance with any of the conditions established by Turlock Municipal Code Section 5-17-09.

(2) If it appears that the permittee has engaged in any unlawful business, act or acts.

(3) When any matter comes to the attention of the Chief of Police that the information provided in the permittee's application was false.

(4) When complaint(s) have been lodged against the permittee that same has threatened or jeopardizes the public health, safety or general welfare.

5-17-11 Permits: Appeal of the Chief of Police's denial, suspension or revocation.

(a) Any permittee or applicant may appeal the decision of the Chief of Police to deny, suspend or revoke a permit to the City Manager, or his or her designee by submitting such appeal in writing within ten (10) days of the date of the denial, suspension or revocation.

(b) The City Manager, or his or her designee, shall set a date and time for a hearing not later than ten (10) days from the receipt of the written appeal on the appeal and give at least five (5) calendar days written notice thereof by mail addressed to the applicant's permanent address as reflected in the application.

At the hearing, which may be continued from time to time, the City Manager may take oral and documentary evidence from any interested person regarding the moral fitness, reputation, character, integrity and competency of the applicant or any other factors which were used by the Chief of Police in his or her reasonable judgment that resulted in the denial, suspension or revocation of a permit. Any applicant or permittee or applicant who fails to appear at the hearing after notice was given, without obtaining a continuance from the City Manager, or his or her designee, may be deemed to have waived any right to introduce evidence or object to the final decision of the City Manager, or his or her designee.

(c) If the applicant fails to appear at the time and place set for hearing, the City Manager will consider the matter resolved by the ruling of the Chief of Police.

(d) The City Manager, or his or her designee, shall make a ruling at the end of such hearing or within five (5) days thereafter to either:

(1) Uphold the decision of the Chief of Police in the denial, suspension or revocation of the permit;

(2) Overrule the decision of the Chief of Police and grant or reinstate the permit;

(3) Amend the suspension length of the permit for any such period as may be deemed necessary and proper;

(4) Grant or reinstate the permit with additional conditions established thereto.

5-17-12 Permits: Appeal of the City Manager's decision.

(a) Any applicant may appeal the decision of the City Manager, or his or her designee, by filing such appeal with the City Clerk in writing within ten (10) days of the date of the City Manager's decision.

(b) The City Clerk shall schedule a public hearing at next regularly scheduled City Council meeting in accordance with the calendar deadlines established by the City Clerk for placing an item on the City Council agenda. The City Clerk shall give at least five (5) calendar days written notice thereof by mail addressed to the applicant's permanent address as reflected in the application.

(c) If the applicant fails to appear at the time and place set for hearing, the City Council will consider the matter resolved by the ruling of the City Manager, or his or her designee.

(d) If the applicant does appear, the applicant will have to show by clear and convincing evidence that the City Manager, or his or her designee, was incorrect in his or her ruling.

(e) The City Council shall have the power to concur with the ruling of the City Manager, or his or her designee, or reject the ruling and order the issuance of the permit. In either event, the decision of the City Council shall be the final administrative remedy available to the applicant.

5-17-13 Permits: Non-transferable.

Any permit issued pursuant to the provisions of this article shall be non-transferable and such shall be used only by the person to whom it has been issued.

5-17-14 Permits: Display.

(a) The permittee shall display his or her permit on his or her person at all times while engaged in any such business.

(b) The permittee shall also have in his or her possession written permission to be on and conduct business on such public or private property from the owner, or his or her authorized representative. The permittee shall, upon demand of any peace officer or fire inspector present such written permission.

5-17-15 Prohibited areas.

(a) Any permit issued pursuant to this article does not allow or authorize the permittee to operate on a public highway or road right of way nor does it allow the permittee to operate on public or private property without the prior written permission of the current owner, or his or her authorized representative.

5-17-16 Permit: Renewal.

Any permit issued pursuant to this Article may thereafter be renewed yearly by the applicant, if the permit has not been suspended or revoked, upon the applicant requesting same from the Chief of Police and paying in advance the renewal fee as established time to time by resolution of the City Council.

5-17-17 Registration requirements for those organizations exempted pursuant to Turlock Municipal Code Section 5-17- 03(b).

(a) Any organization not required to obtain permits pursuant to Turlock Municipal Code Section 5-17-03(c) and engaged as itinerant vendors must nonetheless register their organization and participants with the City of Turlock Police Department prior to engaging in such activity.

(b) Registration pursuant to Turlock Municipal Code Section 5-17-17(a) must be made in writing at least five (5) days prior to the commencement of such activity and shall contain at least the following information:

- (1) The name of the organization;
- (2) The names of all itinerant vendors;
- (3) The nature of the activity and the dates that same will be conducted;
- (4) Any other such information that the Chief of Police may require to insure the public safety, health and general welfare.

5-17-18 Violation: Penalty.

(a) It shall be unlawful for any person to violate any provision of this chapter or to fail to comply with any of the requirements of this article. Any person violating any of such provisions or failing to comply with any of such requirements of this chapter shall be guilty of a misdemeanor.

(b) Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person and shall be punishable accordingly.

(c) In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of this chapter shall be deemed a public nuisance and may be summarily abated by the City, and shall be regarded as a new and separate offense.

(d) Any person convicted of a misdemeanor under the provisions of this chapter shall be punishable by a fine not to exceed One Thousand and no/100ths (\$1,000.00) Dollars, or by imprisonment in the County Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

(e) Pursuant to California Government Code Section 38773.7, any person found in violation of the provisions of this chapter a second or subsequent time within a two-year period will be subject to treble damages, according to court order.

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of July, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 22nd day of July, 2025.

AMY BUBLAK, Mayor

ATTEST:

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

This document shows the revisions to Chapter 5-17 to remove the regulation of sidewalk/street vendors that are moved to the proposed Resolution. Chapter 5-17 will continue to regulate Itinerant Vendors.

Chapter 5-17 **ITINERANT VENDORS**

Sections:

[5-17-01 Findings.](#)

[5-17-02 Definitions.](#)

[5-17-03 Permits: Required: Exemptions: Exceptions.](#)

[5-17-04 Street vendors. ~~Repealed.~~](#)

[5-17-05 Permits: Applications.](#)

[5-17-06 Permits: Fees.](#)

[5-17-07 Permits: Background police investigation: Temporary permits.](#)

[5-17-08 Permits: Issuance.](#)

[5-17-09 Permits: Conditions to promote quality assurance.](#)

[5-17-10 Permits: Denial: Suspension: Revocation.](#)

[5-17-11 Permits: Appeal of the Chief of Police's denial, suspension or revocation.](#)

[5-17-12 Permits: Appeal of the City Manager's decision.](#)

[5-17-13 Permits: Non-transferable.](#)

[5-17-14 Permits: Display.](#)

[5-17-15 Prohibited areas.](#)

[5-17-16 Permit: Renewal.](#)

[5-17-17 Registration requirements for those organizations exempted pursuant to Turlock Municipal Code Section 5-17-03\(b\).](#)

5-17-18 Violation: Penalty.

5-17-01 Findings.

The City Council of the City of Turlock hereby finds and declares that public necessity, health and safety, and for the general welfare, immediately requires that any person operating an itinerant ~~or street vendor~~ business or service as an owner or operator or as an employee of an owner or operator obtain a permit from the City of Turlock and operate pursuant to the laws of the State of California, the County of Stanislaus and the City of Turlock.

5-17-02 Definitions.

For the purposes of this chapter, unless otherwise stated in this chapter, the following words and phrases are defined as follows:

(a) ~~“Established place of business” shall mean and include a fixed place, location or building within the boundaries of the City of Turlock, zoned for residential uses with a valid City home occupation permit, or commercial, office, or industrial uses, owned, or rented or leased on a month-to-month or term for years basis, by a person using such place, location or building as his or her permanent place of business.~~

(b) ~~“Itinerant vendor” shall mean and include:~~

(1) ~~any person who has no established place of business within the boundaries of the City of Turlock and who is engaged in transient business traveling from place to place for the purpose of selling any goods, wares, merchandise or services or for the purpose of the taking of orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date; and~~

(2) ~~any person who has obtained the proper City of Turlock permits and public/private permission to engage in a transient business in one location or set up a temporary location as provided by the Turlock Municipal Code for the purpose of selling any goods, wares, merchandise or services or for the purpose of the taking of orders for the sale of any goods, wares, merchandise or services to be delivered or performed at some future time and date.~~

~~(c) “Street vendor” shall mean and include any person who shall stand or park any vehicle, wagon, or pushcart from which goods, wares, merchandise, fruits, vegetables, or food stuffs are sold, displayed, or offered for sale or any lunch wagon or eating car or vehicle on any city street.~~

(c) Repealed.

(d) ~~“~~“Person” shall mean and include natural persons, sole proprietorships, firms, associations, partnerships, or corporations.

(e) ~~“~~“Non-profit organization” shall mean and include any organization, foundation, corporation or association recognized by the State of California as a non-profit organization.

(f) ~~“~~“Temporary location” shall mean and include a location that may not be used in excess of seventy-two (72) hours in any consecutive thirty (30) day period.

5-17-03 Permits: Required: Exemptions: Exceptions.

(a) ~~_~~No person shall engage in any business whether individually or as the employee or agent of another person, firm, company, corporation, association, organization, or partnership as an itinerant vendor without first complying with all applicable requirements of Title 9,9, Chapter 2, of the Turlock Municipal Code (Zoning Regulations) and having obtained a permit from the Chief of Police.

(b) ~~_~~Exemptions: The following are expressly exempt from the provisions of this article:

(1) ~~_~~Qualified participants in a farmer’s market registered with the sponsoring organization approved from time to time by the City Council of the City of Turlock;

(2) ~~_~~Merchants having an established place of business in the City of Turlock, or to their employees or agents;

(3) ~~_~~Wholesalers or their representatives, employees or agents, calling upon retail business.

(c) ~~_~~Non-profit organizations as recognized by the State of California are not required to obtain an itinerant ~~vendor or street~~ vendor permits but shall register their itinerant vendor activity with the City of Turlock Police Department pursuant to Turlock Municipal Code Section 5-17-17.5-17-17.

5-17-04 Street ~~vendors~~Vendors. Repealed.

~~(a) Except as otherwise provided in this section, no street vendor shall operate within this City:~~

~~(1) at any permitted location for a period of time exceeding thirty (30) minutes and regardless of the length of time that vending occurred at any permitted location, shall not vend again for a period of twenty-four (24) hours within 1000 feet of such location;~~

~~(2) within 1000 feet of any park, playground, public recreation facility, or school property;~~

~~(3) within 50 feet of any intersection;~~

~~(4) in such a manner as to constitute a violation of Vehicle Code Section 22400 and 22507;~~

~~(5) on South First Street between Main Street and A Street;~~

~~(6) in a City parking lot.~~

~~(b) Where a person or entity owns more than one vehicle, wagon, or pushcart subject to the provisions of this section, said person or entity shall not permit an additional vehicle, wagon, or pushcart owned by said person or entity to vend at any permitted location for a period of twenty four (24) hours within 1000 feet of such a location when another vehicle, wagon, or pushcart owned by the same person or entity has already vended within that twenty four (24) hour period at that permitted location.~~

~~(c) The provisions of this subsection shall not apply to persons delivering such articles upon order of or by agreement with a customer from a store or other fixed place of business or distribution.~~

~~(d) It shall be unlawful for any person to own, lease, drive, operate, or cause or permit to be driven, or operate any food vending truck in the City of Turlock unless such person has obtained a permit pursuant to Section 5-17-05 of this Code, and submitted a motor vehicle liability insurance policy, covering each food vending truck, issued by a solvent corporation holding a certificate of authority to do insurance business in the State of California.~~

~~(e) Each vehicle operating under the provisions of this chapter and pursuant to the permit issued under Section 5-17-05 of this Code shall be equipped with a trash receptacle of a size sufficient to accommodate all trash and refuse generated by its vending activities.~~

~~(f) Each vendor shall pick up and deposit in the trash receptacle on the vehicle any paper, cups, wrappers, litter, or other refuse of any kind which were a part of the goods or merchandise supplied from the vehicle and which have been left or abandoned within twenty five (25') feet of such vehicle or any public property other than in a trash receptacle provided for such purposes. No vendor or operator shall dispose of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of such vendor or operator.~~

~~(g) Vendor shall not dispose of liquid or semi-solid or solid waste on City-owned property and shall dispose of waste in compliance with the provisions of Turlock Municipal Code Section 6-4-118.~~

5-17-05 Permits: Applications.

Any person desiring to obtain an itinerant ~~vendor or street~~ vendor permit or desiring to obtain a permit for his or her employee or agent shall file a written application with the Chief of Police on the application form provided by the Police Department. Such application shall set forth the following information:

- (a) ~~The~~ The applicant's name and address(es), both residential and business;
- (b) ~~If~~ If the applicant is a corporation, the name of the corporation exactly as it appears in the articles of incorporation, as well as the names and addresses of all officers, directors and stock holders holding five (5%) percent or more of the stock in the corporation;
- (c) ~~If~~ If the applicant is a partnership or unincorporated association, the names and addresses of all partners, including limited partners, or principals. Additionally, if the applicant is a partnership, then it must designate a managing partner and that person must complete the application form;
- (d) ~~The~~ The applicant's date of birth, weight, height, color of eyes and hair;
- (e) ~~The~~ The name under which the itinerant vendor operates;
- (f) ~~The~~ The name of each City, County and State, including the specific addresses therein, in which the applicant has been engaged in or has conducted itinerant vendor activity within the immediately preceding five (5) years;
- (g) ~~A~~ A statement of all felonies and misdemeanors for which the applicant has been convicted, including nolo contendere, within the five (5) years immediately preceding the date of the application;
- (h) ~~The~~ The applicant's valid drivers license number;
- (i) ~~The~~ The applicant's valid Social Security number;
- (j) ~~The~~ The type of permit requested (i.e. Owner, Operator or Employee).
- (k) ~~Any~~ Any and all other information requested by the Chief of Police to facilitate the processing of the application and to ensure that the public's health, safety and general welfare is protected:
- (l) ~~A~~ A signed statement that the information contained in the application as submitted by the applicant is true to the best of the applicant's knowledge under the penalty of perjury under the laws of the State of California.

5-17-06 Permits: Fees.

Any person desiring to obtain a permit shall pay to the City of Turlock, and submit along with the ~~application referenced in Turlock Municipal Code Section 5-17-04,~~ above, itinerant vendor application the fees established from time to time by resolution of the City Council of the City of Turlock for itinerant vendors.

5-17-07 Permits: Background police investigation: Temporary permits.

(a) ~~The Chief of Police shall conduct and complete an investigation of the truthfulness of the facts set forth in the~~ itinerant vendors ~~application filed pursuant to Turlock Municipal Code Section 5-17-04, above,~~ this Chapter, and the moral fitness, reputation, character, integrity and competency of the applicant.

(b) ~~The applicant shall report to the Turlock Police Station to be fingerprinted, the cost of which shall be borne by the applicant. A complete fingerprint background investigation through the California Department of Justice can take an estimated six (6) to sixteen (16) weeks to complete.~~

(c) ~~The Chief of Police, within fifteen (15) days after the application is received, shall conduct a preliminary background check of references and law enforcement agency records within Stanislaus County and counties contiguous to Stanislaus County pursuant to a written release from applicant.~~

(d) ~~If the Chief of Police finds nothing in the preliminary background investigation which would indicate that the applicant's moral, fitness, reputation, character, integrity or competency would pose a threat to the public safety, health or welfare, the Chief of Police may issue a ninety (90) day temporary permit while the complete fingerprint background investigation is being completed by the California Department of Justice pursuant to Turlock Municipal Code Section 5-17-06(b), above.~~ 5-17-06(b), above. To qualify for a temporary permit, the itinerant vendor (1) shall file a permit application pursuant to ~~Turlock Municipal Code Section 5-17-04;~~ this Chapter; (2) shall reside in Stanislaus County or a county contiguous to Stanislaus County; and (3) shall be subject to a background check of references and law enforcement agency records within Stanislaus County and counties contiguous to Stanislaus County pursuant to a written release from applicant. If the complete fingerprint background investigation is not completed by the California Department of Justice on the expiration date of the ninety (90) day temporary permit, the Chief of Police may extend the expiration date by not more than sixty (60) days.

5-17-08 Permits: Issuance.

The Chief of Police shall grant and issue the permit for a period not to exceed one year and subject to the conditions established below and any other conditions that the Chief of Police establishes if the Chief of Police finds nothing in the preliminary background investigation or the complete fingerprint background investigation through the California Department of Justice which would indicate that the applicant's moral, fitness,

reputation, character, integrity or competency is not good or would pose a threat to the public safety, health or welfare.

5-17-09 Permits: Conditions to promote quality assurance.

The following conditions shall apply to each and every permit issued:

(a) ~~The~~ applicant must be eighteen (18) years or older or if the applicant is between the age of fourteen (14) and seventeen (17), inclusive, submit proof of a valid work permit issued by the applicant's school;

(b) ~~The~~ applicant must not have been convicted within the five (5) years immediately preceding application for a permit for a crime involving honesty or veracity, violence, dangerous or deadly weapons, or not more than once during the same five (5) year period of the use or possession of narcotics or other such illicit substance;

(c) ~~The~~ applicant must operate in accordance with the provisions and requirements of the laws of the United States of America, the State of California, the County of Stanislaus, and the City of Turlock;

(d) ~~The~~ applicant must operate in a courteous, honest and forthright manner which includes, but is not limited to, the following:

(1) ~~Display~~ his or her permit pursuant to Turlock Municipal Code Section ~~5-17-135-17-13~~ and upon request present it for review by the person the permittee is soliciting;

(2) ~~Refrain~~ from soliciting those persons that have indicated that they do not want to be solicited, either orally or by the posting of a sign;

(3) ~~Do not~~ threaten or coerce any person.

(e) ~~The~~ applicant must procure and present to the City of Turlock a bond in the penal sum of One Thousand and no/100ths (\$1,000.00) Dollars;

(f) ~~If~~ the applicant proposes to operate on private property, he or she must first obtain zoning clearance from the City of Turlock Community Development Department, Planning Division, and shall comply and operate pursuant to all applicable zoning laws, regulations, and special conditions as administered by the City of Turlock Community Development Department by authority of the Turlock Municipal Code;

(g) ~~Any~~ and all other conditions established by the Chief of Police or the City Manager, or his or her designee, on any one individual permit to ensure the public health, safety and general welfare.

5-17-10 Permits: Denial: Suspension: Revocation.

(a) ~~-~~ Denial. The Chief of Police may deny the permit if it appears that:

(1) ~~-~~ the applicant has been convicted, including a plea of nolo contendere, of a felony or misdemeanor involving moral turpitude under any State or Federal law;
or

(2) ~~-~~ there is any cause which, in the opinion of the Chief of Police, jeopardizes the public health, safety or general welfare.

(b) ~~-~~ Suspension and Revocation. The Chief of Police is authorized to temporarily suspend or permanently revoke the permit of any person permitted under this chapter for any of the reasons that follow after five (5) days written notice to the permittee specifying the grounds for the proposed suspension or revocation and requiring the permittee to appear at a certain time and place to show cause why such permit should not be suspended or revoked:

(1) ~~-~~ Non-compliance with any of the conditions established by Turlock Municipal Code Section ~~5-17-09~~ 5-17-09.

(2) ~~-~~ If it appears that the permittee has engaged in any unlawful business, act or acts.

(3) ~~-~~ When any matter comes to the attention of the Chief of Police that the information provided in the permittee's application was false.

(4) ~~-~~ When complaint(s) have been lodged against the permittee that same has threatened or jeopardizes the public health, safety or general welfare.

5-17-11 Permits: Appeal of the Chief of Police's denial, suspension or revocation.

(a) ~~-~~ Any permittee or applicant may appeal the decision of the Chief of Police to deny, suspend or revoke a permit to the City Manager, or his or her designee by submitting such appeal in writing within ten (10) days of the date of the denial, suspension or revocation.

(b) ~~-~~ The City Manager, or his or her designee, shall set a date and time for a hearing not later than ten (10) days from the receipt of the written appeal on the appeal and give at least five (5) calendar days written notice thereof by mail addressed to the applicant's permanent address as reflected in the application.

~~(c)~~
At the hearing, which may be continued from time to time, the City Manager may take oral and documentary evidence from any interested person regarding the moral fitness, reputation, character, integrity and competency of the applicant or any other factors which were used by the Chief of Police in his or her reasonable judgment that resulted in the

denial, suspension or revocation of a permit. Any applicant or permittee or applicant who fails to appear at the hearing after notice was given, without obtaining a continuance from the City Manager, or his or her designee, may be deemed to have waived any right to introduce evidence or object to the final decision of the City Manager, or his or her designee.

~~(c)~~~~(d)~~ If the applicant fails to appear at the time and place set for hearing, the City Manager will consider the matter resolved by the ruling of the Chief of Police.

~~(d)~~~~(e)~~ The City Manager, or his or her designee, shall make a ruling at the end of such hearing or within five (5) days thereafter to either:

- (1) Uphold the decision of the Chief of Police in the denial, suspension or revocation of the permit;
- (2) Overrule the decision of the Chief of Police and grant or reinstate the permit;
- (3) Amend the suspension length of the permit for any such period as may be deemed necessary and proper;
- (4) Grant or reinstate the permit with additional conditions established thereto.

5-17-12 Permits: Appeal of the City Manager's decision.

~~(a)~~ Any applicant may appeal the decision of the City Manager, or his or her designee, by filing such appeal with the City Clerk in writing within ten (10) days of the date of the City Manager's decision.

~~(b)~~ The City Clerk shall schedule a public hearing at next regularly scheduled City Council meeting in accordance with the calendar deadlines established by the City Clerk for placing an item on the City Council agenda. The City Clerk shall give at least five (5) calendar days written notice thereof by mail addressed to the applicant's permanent address as reflected in the application.

~~(c)~~ If the applicant fails to appear at the time and place set for hearing, the City Council will consider the matter resolved by the ruling of the City Manager, or his or her designee.

~~(d)~~ If the applicant does appear, the applicant will have to show by clear and convincing evidence that the City Manager, or his or her designee, was incorrect in his or her ruling.

~~(e)~~ The City Council shall have the power to concur with the ruling of the City Manager, or his or her designee, or reject the ruling and order the issuance of the permit. In either event, the decision of the City Council shall be the final administrative remedy available to the applicant.

5-17-13 Permits: Non-transferable.

Any permit issued pursuant to the provisions of this article shall be non-transferable and such shall be used only by the person to whom it has been issued.

5-17-14 Permits: Display.

(a) ~~The~~ permittee shall display his or her permit on his or her person at all times while engaged in any such business.

(b) ~~The~~ permittee shall also have in his or her possession written permission to be on and conduct business on such public or private property from the owner, or his or her authorized representative. The permittee shall, upon demand of any peace officer or fire inspector present such written permission.

5-17-15 Prohibited areas.

(a) ~~Any~~ permit issued pursuant to this article does not allow or authorize the permittee to operate on a public highway or road right of way nor does it allow the permittee to operate on public or private property without the prior written permission of the current owner, or his or her authorized representative.

~~(b) No area may be used for a use where such activity is prohibited by the Turlock Municipal Code.~~

5-17-16 Permit: Renewal.

Any permit issued pursuant to this Article may thereafter be renewed yearly by the applicant, if the permit has not been suspended or revoked, upon the applicant requesting same from the Chief of Police and paying in advance the renewal fee as established time to time by resolution of the City Council.

5-17-17 Registration requirements for those organizations exempted pursuant to Turlock Municipal Code Section 5-17-~~03~~(b).

(a) ~~Any~~ organization not required to obtain permits pursuant to Turlock Municipal Code Section ~~5-17-03~~(~~5-17-03~~(c) and engaged as itinerant vendors must nonetheless register their organization and participants with the City of Turlock Police Department prior to engaging in such activity.

(b) ~~Registration~~ pursuant to Turlock Municipal Code Section ~~5-17-17~~(~~5-17-17~~(a) must be made in writing at least five (5) days prior to the commencement of such activity and shall contain at least the following information:

(1) ~~The~~ name of the organization;

(2)- The names of all itinerant vendors;

(3)- The nature of the activity and the dates that same will be conducted;

(4)- Any other such information that the Chief of Police may require to insure the public safety, health and general welfare.

5-17-18 Violation: Penalty.

(a)- It shall be unlawful for any person to violate any provision of this chapter or to fail to comply with any of the requirements of this article. Any person violating any of such provisions or failing to comply with any of such requirements of this chapter shall be guilty of a misdemeanor.

(b)- Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person and shall be punishable accordingly.

(c)- In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of this chapter shall be deemed a public nuisance and may be summarily abated by the City, and shall be regarded as a new and separate offense.

(d)- Any person convicted of a misdemeanor under the provisions of this chapter shall be punishable by a fine not to exceed One Thousand and no/100ths (\$1,000.00) Dollars, or by imprisonment in the County Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

(e)- Pursuant to California Government Code Section 38773.7, any person found in violation of the provisions of this chapter a second or subsequent time within a two-year period will be subject to treble damages, according to court order.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ADOPTING RULES }
AND REGULATIONS REGARDING }
SIDEWALK VENDORS WITHIN THE CITY }
OF TURLOCK, PURSUANT TO }
GOVERNMENT CODE CHAPTER 6.2 }
(COMMENCING WITH SECTION 51036) }
OF PART 1 OF DIVISION 1 OF TITLE 5. }**

RESOLUTION NO. 2025-

WHEREAS, Senate Bill 946 (SB 946) added Chapter 6.2 (commencing with Section 51036) to Part 1 of Division of Title 5 of the California Government Code to regulate Sidewalk Vendors throughout the state, including within the City of Turlock (the City); and

WHEREAS, SB 946 established requirements for local regulations of Sidewalk Vendors and required that such regulations to be adopted by a resolution or ordinance; and

WHEREAS, the City seeks to adopt by resolution to establish operational requirements for Sidewalk Vendors in the City to comply with SB 946 and protect the health, safety, and welfare of the community; and

WHEREAS, the City finds that the regulations set forth herein are directly related to objective health, safety, and welfare concerns, including but not limited to the health, safety and welfare of vendors, their prospective customers, pedestrians, those protected by the Americans With Disabilities Act, those operating motor vehicles at intersections and in rights- of-way adjacent to sidewalks, and the public at large.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1: Findings.

1. The purpose of this resolution is to establish operational requirements for Sidewalk Vendors that comply with Government Code sections 51036 through 51039 while also protecting the health, safety, and welfare of the public.
2. Regulation of sidewalk vending will benefit the City as a whole as it will lead to orderly commerce while encouraging entrepreneurship and providing economic opportunity for people to support themselves and their families.
3. The act of vending on public sidewalks, pedestrian paths or pedestrian walkways creates the potential for safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the

performance of police, firefighter and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food and merchandise; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic.

4. Regulations of Sidewalk Vendors are needed to accommodate Sidewalk Vendors' equipment while safeguarding pedestrian movement on public sidewalks, parkways, pedestrian paths or walkways, and other public rights-of-way.
5. Regulations of Sidewalk Vendors engaged in the sale of food and food products are needed to protect the public health and safety by ensuring that Sidewalk Vendors prepare food safely and follow all health and food safety regulations.
6. Regulations of Sidewalk Vendors are needed to prevent hazardous or unsanitary conditions and to ensure that trash and debris are removed by Sidewalk Vendors and do not become a pollutant.
7. The City Council adopts this Resolution under the authority provided in Senate Bill 946 and Government Code Sections 51036 through 51039 and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting the health, safety and welfare of its residents, businesses and visitors, including ensuring compliance with the American with Disabilities Act of 1990 and other disability standards; ensuring the public's use and enjoyment of natural resources and recreational opportunities; and preventing an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of City parks.
8. Prohibiting Sidewalk Vendors from operating where placement impedes pedestrian access to or the use of an abutting property, including but not limited to, areas located within 100 feet of residences or within 50 feet of the entrance or exit from any place of business with an operational kitchen is necessary to protect the welfare of residents of the City by maintaining access and use of said premises while also ensuring food safety.
9. Prohibiting Sidewalk Vendors from operating within 10 feet of another Sidewalk Vendor will reduce the likelihood of an obstruction of the sidewalks and will help eliminate the need for any pedestrian to enter the vehicular right-of-way, protecting the public's health, safety, and welfare.
10. Prohibiting Sidewalk Vendors from operating within a certain distance from the edge of the curb face is necessary to protect the health, safety and welfare of the vendor, customer, and motorists, as it reduces exposure to pedestrian versus vehicle contact, and ensures better visibility for drivers of vehicles entering or exiting driveways.
11. Prohibiting Sidewalk Vendors from operating within the immediate vicinity of the Turlock Certified Farmer's Market is necessary to protect the welfare of residents of the City by maintaining the integrity of the certified farmer's market.
12. Prohibiting Sidewalk Vendors from operating in the immediate vicinity of an area

designated for a temporary special permit issued by the City is necessary to protect the welfare of residents of the City by maintaining the integrity of the event associated with the temporary special permit.

Section 2: The following regulations are adopted effective immediately:

Section 2.1: Purpose

The purpose of this Resolution is to ensure that the City is in compliance with Government Code sections 51036 through 51039. The reasonable time, place, and manner regulations set forth in this Resolution are necessary to protect the public health, safety and welfare by, among other things, ensuring unobstructed pedestrian travel on City sidewalks and minimizing potential conflicts between motor vehicles and pedestrians and vendors in the public right-of-way. Furthermore, procedures are necessary to prevent unsanitary conditions, and to ensure trash and debris in the areas Sidewalk Vendors are operating are removed by said vendors.

Section 2.2: Conditions and Restrictions Imposed on Permit; Health and Safety Justification

1. Sidewalk Vendors shall adhere to all operating conditions and requirements set forth in this Chapter, and all restrictions, limitations, and operating requirements set forth in this Chapter shall constitute conditions upon any Sidewalk Vending Permit issued pursuant to this Chapter.
2. The conditions, restrictions and operating requirements set forth in this Chapter are intended to protect the health and safety of vendors, their patrons, and the general public for reasons including but not limited to:
 - a. Reducing exposure to pedestrian versus vehicle contact;
 - b. Ensuring better visibility of drivers entering or exiting driveways;
 - c. Protecting access to public right-of-way by disabled persons to comply with the Americans with Disabilities Act;
 - d. Ensuring safe pedestrian pathways in areas commonly utilized by pedestrians;
 - e. Preventing the appearance of “marketplace” vending which is more likely to generate crowding on public sidewalks that would impede pedestrians and disabled use of sidewalks;
 - f. Reducing the chance pedestrians will enter vehicular rights-of-way or block the entrance or exit of a business;
 - g. Reducing the danger that school children will enter into traffic and be injured or killed trying to reach a vendor;
 - h. Reducing unnecessary or unanticipated slowing of vehicles approaching onramps,

- immediately adjacent to curb and sidewalk, or existing freeway off-ramps where drivers are merging into oncoming traffic, all of which are likely to cause accidents;
- i. Reducing the possibility that drivers will be distracted in their line of site by a vendor in the way of oncoming traffic;
 - j. Causing visual distractions to the driving public;
 - k. Cause excessive noise that disturbs the peace;
 - l. Eliminating litter, refuse, and food waste from the public right of ways; and
 - m. Reducing the likelihood of contamination deposited into the City's storm drain system.

Section 2.3: Definitions

"Certified Farmer's Market" means a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

"Food" means any type of edible substance or beverage intended primarily for consumption by human beings.

"Immediate vicinity" means within five hundred (500) feet.

"Median" means roadway medians and parkway islands.

"Merchandise" means small and easily carried or worn items that are not food or drinks, including but not limited to, souvenirs, toys, articles of clothing, flowers, etc.

"Public right- of-way" means the area dedicated to public use for street or pedestrian purposes, including privately owned and maintained roads within the city that are generally held open to the public for purposes of vehicular and pedestrian traffic and includes alleys, driveways, highways, medians, parkways, planter strips, roads, sidewalks, and streets.

"Roaming Sidewalk Vendor" means a Sidewalk Vendor who moves from place to place with stops to complete a transaction or transactions.

"Sidewalk" means that portion of the public right-of-way provided for the primary use of pedestrians along or adjacent to the street, including a public pathway provided for the primary use of pedestrians.

"Sidewalk Vendor" means a person who sells food, drinks or merchandise from a pushcart, stand, display, pedal- driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a sidewalk or other pedestrian path. "Sidewalk Vendor" includes "Roaming Sidewalk Vendor" and "Stationary Sidewalk Vendor."

"Stationary Sidewalk Vendor" means a Sidewalk Vendor who vends from a fixed location.

"Temporary special permit" means a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, filming, parades, athletic events, public assemblies, carnivals, festivals, and outdoor concerts.

"Vend, vends, vended or vending" means to sell, offer for sale, expose or display for sale, solicit offers to purchase, or to barter food or merchandise, or to require someone to negotiate, establish, or pay a fee before providing food or merchandise, even if characterized as a donation.

Section 2.4: Permit Application

1. No person shall engage in, conduct, or carry on the business of vending on a sidewalk without a permit issued under the provisions of this article.
2. Every person, prior to engaging in, conducting, or carrying on the business of vending on a sidewalk, shall file an application for a permit with the Turlock Police Department, accompanied by a nonrefundable processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the Turlock Police Department and shall contain, at a minimum, the following:
 - a. The legal name, current mailing address and telephone number of the applicant;
 - b. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
 - c. A copy of a California's driver's license or identification number, an individual taxpayer identification number, or a social security number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order;
 - d. A description of the food and/or merchandise for vending;
 - e. A description, map, or drawing of the areas in which the Sidewalk Vendor proposes to operate;
 - f. The dimensions of the vending cart;
 - g. The hours per day and the days per week during which the Sidewalk Vendor proposes to operate, and whether the Sidewalk Vendor intends to operate as a stationary Sidewalk Vendor or a roaming Sidewalk Vendor;
 - h. A business license pursuant to Turlock Municipal Code Section 3-1.

- i. A current valid California seller's permit number pursuant to Section 6067 of the California Revenue and Taxation Code;
 - j. Proof of a policy or policies of comprehensive general liability insurance with minimum limits of one million dollars (\$1,000,000) per occurrence, combined single limit coverage and two million dollars (\$2,000,000) in the aggregate against any injury, death, loss or damage as a result of wrongful or negligent acts or omissions by the permittee, with an endorsement naming the city as an additional insured. In addition, the permittee is required to carry workers' compensation and automobile coverage sufficient to meet requirements of the State of California;
 - k. If a vendor of food, the Sidewalk Vendor must show proof of a California Food Handler Card and a Stanislaus County itinerant vendor permit;
 - l. An agreement by the applicant to indemnify and hold harmless the City, its officers and employees, for any damage or injury caused to the City as a result of the sidewalk vending conduct or activity;
 - m. Certification by the applicant, under penalty of perjury, that the information contained in the application is true to his or her knowledge and belief; and
 - n. Any other reasonable information regarding the time, place, and manner of the proposed sidewalk vending activities.
3. Applications for permits shall be filed a minimum of thirty (30) days prior to the date requested for issuance of the permit. Renewal permit applications shall be filed a minimum of thirty (30) days prior to the expiration of any existing permit.

Section 2.5: Criteria for Issuance or Denial of Permit:

1. Turlock Police Department shall approve the issuance of a permit unless it is determined that:
- a. The applicant has been convicted of a felony or misdemeanor involving moral turpitude, and has not subsequently demonstrated rehabilitate characteristics;
 - b. The applicant has made a material misrepresentation in the application; or
 - c. The applicant has failed to provide a complete application, after having been notified of the requirement to produce supplemental information or documents;

Section 2.6: Permit Non-Transferable

A Sidewalk Vending Permit issued pursuant to this Chapter shall not be transferable to any other entity or person. Any change in ownership, sidewalk operation, or vending activity of an issued Sidewalk Vending Permit requires the filing of a new permit application under this Chapter.

Section 2.7: Permit Expiration:

A permit issued pursuant to this Chapter shall be effective for a period of one year from the date of issuance.

Section 2.8: Regulations

1. The City shall restrict the hours of operation of Sidewalk Vendors to comply with the restricted hours of the businesses wherein the Sidewalk Vendor is operating.
2. Sidewalk Vendors shall operate in compliance with all applicable federal, state, county, and City laws, ordinances, and regulations.
3. Sidewalk Vendors shall only conduct operations at locations approved by the Turlock Police Department pursuant to this Resolution.
4. No Sidewalk Vendor is permitted to operate within 500 feet of a public or private school during the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday.
5. Sidewalk Vendors are prohibited from operating in a city park if the city has entered into exclusive agreements for the sale of food or merchandise by one or more concessionaires for that city park.
6. Roaming sidewalk vending within any residential areas of the City is prohibited between the hours of 7:00 p.m. and 7:00 a.m. of the subsequent day.
7. A Sidewalk Vendor shall maintain a clean and trash-free 10-foot radius around his or her pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance at all times when it is located on public property. A Sidewalk Vendor shall immediately clean up any food, grease, or other fluid or item related to sidewalk vending activities which fall onto the sidewalk or other public property. When departing a location used for vending, the Sidewalk Vendor shall remove all trash and debris from the location. No trash or refuse generated by sidewalk vending activities shall be disposed of in public or private trash receptacles; Sidewalk Vendors must take the trash generated by their activities with them and dispose of it appropriately.
8. For public safety reasons, including pedestrian, vehicular, public and vendor safety, a Sidewalk Vendor shall not operate within the number of feet designated below from the nearest portion of the corresponding location:
 - a. Within 500 feet from any freeway on-ramp or off-ramp.
 - b. Within 10 feet of another Sidewalk Vendor.
 - c. Within 100 feet of a residence.
 - d. Within 50 feet of the entrance or exit from any place of business that has an operational kitchen. If a business containing an operational kitchen is closed,

this restriction shall not apply. This restriction shall only apply to businesses located on the same side of the street the Sidewalk Vendor is operating on to ensure food safety.

- e. Sidewalk Vendors are prohibited from operating within 15 feet of fire hydrants, bus bench, transit shelter, crosswalk, or driveway.
9. For public safety reasons, including pedestrian, public, and vendor safety, a Sidewalk Vendor shall not operate in such a manner that the vendor, the vendor's cart, the vendor's display, the vendor's goods, or any combination thereof:
- a. impedes public use of the sidewalk or right-of-way as required by the Americans with Disabilities Act; or
 - b. impedes access to or the use of abutting property, including, but not limited to, residences and places of business; or
 - c. impedes emergency access for the Police, Fire Department, or medical personnel to any abutting property; or
 - d. is located within 18 inches from the edge of the curb face.
10. In the event of a traffic accident, medical emergency, gas leak, natural disaster, fire, on-site construction or related work on a capital improvement project, or an emergency situation, the City may temporarily require Sidewalk Vendors to relocate to another location if doing so is necessary to protect the public's health and safety.
11. Sidewalk Vendors shall not vend to customers in vehicles.
12. The sale of alcohol, marijuana, adult-oriented material, tobacco products, electronic cigarettes or products that contain nicotine, or any product used to smoke/vape nicotine or marijuana, is prohibited.
13. Vendors shall be present at all times while any food, drink or merchandise is on display on a sidewalk. Unattended vending is prohibited.
14. Vendors shall comply with all applicable noise ordinances, including but not limited to Turlock Municipal Code section 5-28.
15. During the Turlock Certified Farmer's Market, Sidewalk Vendors not associated with the Farmer's Market shall not operate within the immediate vicinity.
16. During an event classified as a swap meet, Sidewalk Vendors not associated with the swap meet shall not operate within the immediate vicinity.
17. During an event that has been issued a Temporary Special Permit, Sidewalk Vendors not associated with the Temporary Special Permit shall not operate within the immediate

vicinity.

18. Sidewalk Vendors who vend any food, beverage, or liquid products must implement the following best management practices:
 - a. Posses spill kits that are comprised of paper towels, cloth towels, or sand at all times while vending;
 - b. Remove all spill materials from the public right-of-way and sidewalks once the spilled material is absorbed off the ground;
 - c. Capture and prevent spills leaving the area and moving into the surrounding streets from entering the storm water conveyance system, including curbs, gutters, and storm drains;
 - d. Properly dispose of grease; and
 - e. Ensure that any water or rinse residue used for vending activities is not disposed in the curbs, gutters, streets, drains, or on any public property.
19. Sidewalk Vendors shall ensure that all customer queuing, waiting areas, or lines do not block, hinder, or interfere with the free flow of pedestrian or vehicular traffic along, over, or across public property, and otherwise comply at all times with the location-related restrictions set forth in this Chapter relative to sidewalk vending activities.
20. Stationary Sidewalk Vendors are prohibited from operating or establishing in any residential zone of the City. This does not apply to roaming Sidewalk Vendors.
21. Vending carts shall not be left unattended by the vendor or their staff.
22. Sidewalk Vendors shall not attach or use any water lines, electrical lines, or gas lines located on public property owned by the City, or belonging to any other entity or person.

Section 2.9: Inspection and Enforcement

Representatives of the Police Department, Fire Department, Code Enforcement, Planning Department, or Finance Department shall be permitted, at any time a Sidewalk Vendor is operating in the City, to inspect a Sidewalk Vendor's operation, its required permits, and its vended food and goods for compliance with local or state laws and regulations.

Section 2.10: Violations

1. In accordance with State Law, a person found in violation of this Resolution shall be subject to the following, and except as provided in subsection (f) of this Section 2.5, these provisions shall be the exclusive penalties applicable to violations of this Resolution:
 - a. Operating as a Sidewalk Vendor in violation of this chapter, other than the

failure to possess a valid sidewalk vending permit:

- i. A written warning for a first violation.
 - ii. An administrative fine not exceeding one hundred dollars (\$100) for a second violation within one year of the first violation.
 - iii. An administrative fine not exceeding two hundred dollars (\$200) for a third violation within one year of the first violation.
 - iv. An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.
 - v. After the fourth violation the Sidewalk Vendor's permit will be rescinded.
- b. Operating as a Sidewalk Vendor without a valid permit issued by the Turlock Police Department:
- i. An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.
 - ii. An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.
 - iii. An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.
- c. Upon proof of a valid permit issued by the local authority, the administrative fines set forth in this paragraph shall be reduced to the administrative fines set forth in paragraph (1), respectively.
- d. A Sidewalk Vendor may appeal an administrative fine pursuant to section 2-11 of the Turlock Municipal Code.
- e. A Sidewalk Vendor who has been issued an administrative fine pursuant to this Resolution may request a determination of his or her ability to pay the administrative fine pursuant to the provisions of Government Code section 51039(f). If the Sidewalk Vendor shows proof to the satisfaction of the hearing officer(if the request is made at the time of an administrative appeal hearing), or the City Manager or his or her designee (if the request is made at any other time), that he or she meets the criteria set forth in Government Code section 68632, subsections (a) or (b), the fine amount shall be reduced to 20 percent of the original fine amount.

- f. Violations of the Turlock Municipal Code not specifically subject to the limitations set forth in Section 51039 of the Government Code shall be subject to enforcement pursuant to the Turlock Municipal Code, as the same may be amended from time to time, in addition to any other applicable penalties or remedies prescribed by law at the time of the violation.
- g. All such fines collected under this Section shall be deposited into the General Fund.

Section 3: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Resolution is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

Section 4: This Resolution shall be reviewed one calendar year from its Effective Date.

Section 5: This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of July, 2025, 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

July 8, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Jennifer Figueroa, Housing Program Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting the updated “First Time Homebuyer Secondary Financing Program” Policy and Procedure for the Housing Program Services Division.

2. DISCUSSION OF ISSUE:

The Housing Division must draft and update various policies and procedures for all housing programs to ensure compliance with the requirements of U.S. Department of Housing Urban Development (HUD) and California Department of Housing and Community Development (HCD) requirements.

While the Housing Division administers a First-Time Homebuyer Program, current housing prices and average wage levels in the City of Turlock have rendered the program ineffective in its existing form.

Staff have reviewed the existing policies and procedures and conducted financial scenarios to assess their viability. Following the presentation of proposed updates to the Loan Committee and receiving their input and recommendations, staff recommend the following policy revisions:

- Update interest rate from 3% simple interest for thirty years to 0% interest for the initial 15-years, followed by a 15-year period with a 2% simple interest rate. This is to incentivize the homebuyer to pay down the loan within the first 15 years.
- Update maximum loan amount from 4% of the purchase price up to \$50,000, to providing “gap” financing up to \$100,000. Example:

GAP FINANCING SUBSIDY CALCULATION EXAMPLE

Purchase Price of Property	\$ 400,000
Less primary loan borrower can obtain	\$(325,000)
Less program required down payment	<u>\$(5,000)</u>
Equals “Gap” needed to purchase property	\$ 70,000
Plus estimated closing costs	\$ 16,000
Total Subsidy/Loan	\$ 86,000

- Update front-end ratio to read a **minimum** of 35% instead of a **maximum** of 35%. This will allow the applicant to go over the front-end as long as their back-end ratio does not exceed the new proposed percentage.

- Update back-end ration from a maximum of 38% to a maximum of 46%. This allows more flexibility in purchasing power for the applicant.
- Add Permanent Local Housing Allocation (PLHA) requirements as this is a new funding source that will be utilized for the first-time homebuyer.
- Add verbiage in the HOME overview section explaining brief history of Consortium. Also add language about property standards and updated affordability period per regulation.
- Various minor updates to spelling and grammar, add verbiage for clarification, and remove irrelevant language.

The recommended Policy and Procedure is included as Attachment 2, with all proposed updates shown in track changes for ease of review.

3. BASIS OF RECOMMENDATION:

The Division currently lacks a viable first-time homebuyer program. To establish one, it is essential to develop and update policies and procedures in line with U.S. Department of Housing and Urban Development (HUD) and California Department of Housing and Community Development (HCD) requirements to ensure compliance with applicable federal and state regulations.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(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.

8. ALTERNATIVES:

City Council could choose not to adopt the recommended updates to the Policies and Procedures for the Housing programs. This alternative is not recommended as the proposed updates are necessary to support efforts to make the First-Time Homebuyer program viable.

9. ATTACHMENTS:

1. FTHB Resolution
2. FTHB Policies and Procedures-Draft update May 2025

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF ADOPTING THE UPDATED }
“FIRST TIME HOMEBUYER SECONDARY }
FINANCING PROGRAM” POLICY AND }
PROCEDURE FOR THE HOUSING PROGRAM }
SERVICES DIVISION. }**

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock receives various state and federal funds through the U. S. Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD); and

WHEREAS, HUD and HCD require jurisdictions to have specific policies and procedures in order to receive funding; and

WHEREAS, the Housing Division administers a First-Time Homebuyer Program that is ineffective in its existing form; and

WHEREAS, the Housing Division reviewed existing policies and procedures and recommends the following policy revisions:

- Update interest rate from 3% simple interest for 30 years to 0% interest for the initial 15-years followed by a 15-year period with a 2% simple interest rate;
- Update maximum loan amount from 4% of the purchase price up to \$50,000, to provide “gap” financing up to \$100,000;
- Update front-end ratio to read a minimum of 35% instead of a maximum of 35%;
- Update back-end ratio from a maximum of 38% to a maximum of 46%;
- Add Permanent Local Housing Allocation (PLHA) as new funding source;
- Add verbiage to HOME funding overview section describing history of Consortium funds and add language regarding property standards and updated affordability period per regulation;
- Various updates to spelling and grammar, added verbiage for clarification, and removing irrelevant language; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution adopting the updated “First Time Homebuyer Secondary Financing Program” policy and procedure for the Housing Program Services Division.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of June, 2025, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:
ABSENT:

ATTEST:

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



First Time Homebuyer Secondary Financing Program

Policies and Procedures Manual

City of Turlock
Housing Program Services
156 South Broadway, Suite 250, Turlock CA 95380
(209) 668-5610, Fax (209) 668-5120, TDD 1 (800) 735-2929
Website: www.cityofturlock.org

Approved by City Council on October 13, 2009 by resolution 2009-196
with amendments on November 24, 2009 by resolution 2009-223,
September 11, 2012 by resolution 2012-159, and
January 11, 2014 by resolution 2014-009

These Policies and Procedures supersede any previously adopted Policies. These policies and procedures are subject to change in accordance with revisions made by the State of California and or Housing and Urban Development.



Table of Contents

	Page No.
Introduction	v
 1. Overview	
1-A. Purpose of Manual	1
1-B. Program Summary	1
1-C. General Definitions	1
 2. CalHome Program Requirements	
2-A. Overview	6
2-B. Eligible Household	6
2-C. Eligible Property	7
2-D. Affordability Period	8
2-E. Loan Terms	8
2-F. Subordinate Financing to CalHome Loan	10
2-G. CalHome Target areas	10
2-H. Reuse Account	10
2-I. Matching	11
 3. Community Development Block Grant (CDBG) Program Requirements	
3-A. Overview	12
3-B. Eligible Household	12
3-C. Eligible Property	13
3-D. Affordability Period	13
3-E. Loan Terms	13
3-F. Subordinate Financing to CDBG Loan	15
3-G. CDBG Target areas	16
3-H. Program Income	16
3-I. Matching	16
 4. HOME Program Requirements	
4-A. Overview	17
4-B. Eligible Household	17
4-C. Eligible Property	18
4-D. Affordability Period	19
4-E. Loan Terms	19
4-F. Subordinate Financing to HOME Loan	21
4-G. HOME Target areas	21
4-H. Program Income	21
4-I. Matching	21

Table of Contents

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 1-11-2014

i

5. Neighborhood Stabilization Program (NSP) Requirements

5-A. Overview	23
5-B. Eligible Household	23
5-C. Eligible Property	24
5-D. Affordability Period	25
5-E. Loan Terms	25
5-F. Subordinate Financing to NSP Loan	27
5-G. NSP Target areas	27
5-H. Program Income	27
5-I. Matching	28

6. (Place-holder for future funding source) Permanent Local Housing Allocation (PLHA)

6-A. Overview	29
6-B. Eligible Household	29
6-C. Eligible Property	29
6-D. Affordability Period	29
6-E. Loan Terms	29
6-F. Subordinate Financing	29
6-G. Target areas	29
6-H. Program Income	29
6-I. Matching	29

7. First Time Homebuyer Mortgage Underwriting Requirements (for all Funding Sources)

7-A. Overview	30
7-B. Verification of Previous Ownership Status	30
7-C. Verification of Borrower Income	31
7-D. Credit	33
7-E. Purchase Price	33
7-F. Maximum Sales/Price Value Limits	33
7-G. Maximum Loan Amount	34
7-H. Loan Documentation	34
7-I. Gift Funds	34

8. Application and Delivery Process (for all Funding Sources)

8-A. Overview	35
8-B. FTHB Mortgage Application Process	35
8-C. Application Handling Priority	37
8-D. Property Standards	37
8-E. Lead Based Paint (LBP)	38
8-F. Environmental Review	40
8-G. Homebuyer Education Requirement	40
8-H. City Mortgage Assistance Limit	40
8-I. Transfer of FTHB Mortgage	40
8-J. Transfer of FTHB Application to Substitute Lender	40

Table of Contents

ii

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 1-11-2014

8-K. Pre-approval Letter from City	41
8-L. Changing Properties during the FTHB Second Application Process	41
8-M. Resubmittal of FTHB Second Application Returned or Rejected	41
8-N. Changes Prior to Closing	41
8-O. Conflict of Interest	42

9. First Time Homebuyer Mortgage Loan Servicing by City (for all Funding Sources)

9-A. Overview	43
9-B. Payment of Property Taxes and Insurance	43
9-C. Owner-Occupancy	43
9-D. Required Noticing and Restrictions on Any Changes of Title or Occupancy ..	43
9-E. Subordination	44
9-F. Demand/Pay-Off	45
9-G. Request for Notice of Default	45
9-H. Foreclosure by Senior Lien Holder	45
9-I. Recapture Provision	46
9-J. Foreclosure by City	47
9-K. Use of Third Party Agent	48
9-L. Loan-To-Value Limit	48
9-M. Borrower Contribution	48
9-N. First Mortgage Underwriting Requirements	48
9-O. Appraisal	49
9-P. Cash Out of Escrow	50
9-Q. Title Insurance	50
9-R. Hazard Insurance	50

10. Federal Regulatory Provisions (for all Funding Sources)

10-A. Conflict of Interest	51
10-B. Fair Housing and Non-Discrimination	51
10-C. Relocation of Displaced Tenants	51

11. Exhibits

- A. 24 CFR Part 5 Annual Income Inclusions and Exclusions
- B. Maximum Loan Amount
- C. Income Limits
- D. Homebuyer Education Curriculum

Introduction

This Manual sets forth policies and procedures for the City of Turlock's First Time Home Buyer Secondary Financing (FTHB) Program. The FTHB Program is designed to seek new and creative ways to make home ownership a reality for income eligible households. The FTHB Program is a partnership between the City of Turlock, the State and Federal Governments, and local lending institutions to help make home ownership a reality and expand the availability of affordable housing for income eligible families in Turlock.

Most income eligible households do not qualify for a mortgage sufficiently large enough to purchase a house. The City of Turlock's FTHB Program provides funds to help make up the difference between the value of the primary loan, for which an income eligible Applicant qualifies, and the purchase price of the house. Essentially, the funds are used to boost the Applicant's down payment and are recorded as a silent second mortgage. The funds are not to exceed a set maximum loan amount by either a single or multiple city funding sources. FTHB Program funds help make home ownership a reality for income eligible households.

Funds available for this program may come from various local, state, and federal sources including but not limited to: Home Investment Partnership Program (HOME), Rental Rehabilitation Program (RRP), Community Development Block Grant (CDBG), and CalHome, and Permanent Local Housing Allocation (PLHA). The City will seek out additional funding sources to further affordable housing activities. The FTHB Program is designed to provide home ownership opportunities to income eligible buyers within the City of Turlock.

The City will comply with all city, state, and federal regulations and guidelines. In the event that the City assisted applicant combines two or more City funding sources, the homebuyer and the property shall meet the strictest underwriting criteria and guidelines of each program/funding source.

Use of funds is subject to change and shall be in accordance with the requirements of the State of California Department of Housing and Community Development Division and or the Housing and Urban Development and other regulations governing the funding for these programs, and any amendments or policy revisions thereto which shall become effective during the term of these Policies and procedures.

FTHB Program Mailing Address: City of Turlock
Housing Program Services
156 South Broadway, Suite ~~250~~140
Turlock, CA 95380

Telephone: (209) 668-5610
Fax: (209) 668-5120
TDD: (800) 735-2929 (Speech and hearing impaired only)

City of Turlock website: www.cityofturlock.org



Section 1 - Overview

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

iv

1. Overview

1-A. Purpose of Manual

The purpose of the Policies and Procedures is to describe the First Time Homebuyer (FTHB) Program and set forth the roles of the City of Turlock, and the program applicants. These Policies and Procedures contain the regulations pertaining to specific funding sources and the Program's general requirements and processing procedures.

The City is continually searching for new funding sources to further affordable housing activities. The intent of the FTHB Program is to be able to provide multiple layers of secondary mortgage financing to close the gap between eligible Borrowers' financial resources and the cost of housing in the City of Turlock. The ultimate goal of the FTHB Program is to provide eligible Applicants with an affordable housing opportunity that would not otherwise be available.

1-B. Program Summary

The City of Turlock has established the FTHB Program to assist low- and moderate-income first time homebuyers¹ with the purchase of a home. The home buying process can be overwhelming, especially to the inexperienced first-time homebuyer. The City's FTHB Program staff will assist the Applicant to insure a successful and timely completion of the home purchase process.

To maximize the effectiveness of the FTHB Program as a vehicle for enhancing affordability, Borrowers pay no current principal or interest on the City's mortgage during the deferment period. A mortgage in which payment of principal and interest is deferred is also known as a "silent second" mortgage.

Depending on the funding source(s), principal and interest are due and payable upon a variety of conditions or circumstances, the most common one being the sale or transfer of the home.

1-C. General Definitions

As used in the Policies and Procedures and all program documents, unless the context requires otherwise, the following words and terms have the meanings set forth below:

Affordable:	In reference to housing costs, means that the financial obligation can be paid by the person or household, along with all other financial responsibilities of that person or household, without endangering the financial stability of the household.
Affordability Period:	The minimum period of time the property is properties are required to be occupied by a Borrower as his/her principal place of residence under the regulations pertaining to the funding source(s) used.

¹ NSP funding does not require the applicant to be a first-time home buyer, ~~and NSP and PLHA is~~ are the only funding sources to allow buyer to be up to moderate income.

Applicant:	Any person who applies for a FTHB loan under the Program.
Assisted unit:	A unit purchased with loan(s) funded under this Program.
Borrower:	A buyer who has or will receive financing under this Program for the purchase of an eligible property.
Capital Improvements:	Expenditures for improvements to land or improvements and remodeling of existing buildings which increase the value, and extend the useful life of the property. The identification of capital improvements shall be as set forth in IRS Publications 530 "Tax Information for First Time Homeowners" and 551 "Basis of Assets", included herein by reference.
Certification:	A written statement of fact filed in connection with this Program and subject to penalties of perjury.
City:	The City of Turlock, California.
Current Sale Price:	1. In the event of a first sale or transfer after the date of a loan issued under this Program, the current sale price shall be defined as the amount received by Borrower as the sales price of the property (less capital improvements) plus amounts received but paid out to third parties for any closing costs and commissions paid by Borrower. 2. In the event of a default and subsequent foreclosure and acquisition of the property by a creditor, the current sale price shall be defined as the amount paid for the property upon the creditor's sale<u>acquisition</u> of the property. 3. In the event of Borrower's cash-out refinance of the property, the current sales price shall be defined as the market value as determined by an appraisal acceptable to City. 4. In the event of the first note and deed of trust becoming payable, the current sales price shall be defined as the market value of the property <u>on the maturity date of the first note and deed</u>, as determined by an appraisal acceptable to City, on the maturity date of the first note and deed. 5. In the event the property ceases to become Borrower's principal place of residence, the current sales price shall be defined as the market value of the property <u>on the date City determines the Borrower does not occupy the property as his or her principal place of residence</u>, as determined by an appraisal acceptable to City, on the date City determines

Section 1 - Overview

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

2

~~that Borrower does not occupy the property as his or her principal place of residence.~~

Department:	The State of California Department of Housing and Community Development.
Eligible Household:	A household that is a first-time homebuyer (with the exception of the NPS program) and who meets applicable criteria specific to the funding source used.
First Mortgage:	1. A mortgage which is in first lien position, taking priority over all other liens <u>and proceeds of which are used to finance the purchase or refinance the purchase price of an eligible property which meets the requirements set forth in this Manual.</u> 2. An extension of credit for which a Deed of Trust is recorded and the proceeds of which are used to finance the purchase of an eligible property which meets the requirements set forth in this Manual.
First Time Homebuyer:	A purchaser of a <u>residential property</u> unit who neither has, nor has had, a present ownership in a <u>principal</u> residence at any time during the three-year period prior to the date on which a mortgage pursuant to this Program is executed, except as otherwise allowed by the specific funding source(s) utilized.
Gap Financing/Funding:	The difference between the <u>amount</u> value of the primary loan, for which an income eligible Applicant qualifies, and the purchase price of the house.
Gross Income:	The anticipated income of a person or <u>household</u> family for the 12-month period following the date of determination of income.
FTHB Second Mortgage:	An extension of credit for which a Deed of Trust is recorded and is subordinate to the First Mortgage Deed of Trust and possibly other sources of funding. A monthly p Payments of both principal and interest <u>may be</u> is deferred and payment in full plus interest as defined herein is due in accordance with the regulations pertaining to the funding source(s) used <u>and loan documents.</u>
First Time Homebuyer pre-approval:	A commitment <u>to provide a FTHB Second Mortgage</u> issued by the City of Turlock pursuant to the rules and regulations included in this Manual.
HUD:	The United States Department of Housing and Urban Development.

Section 1 - Overview

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

3

Income: To determine a Borrower's eligibility for program assistance, income is determined using definitions specific to the particular funding source(s) utilized.

Lender:

1. A bank or trust company, mortgage banker, mortgage broker, federal or state chartered savings and loan association, state or federal governmental agency or credit union whose principal business is to originate, process, close and service loans for the purchase of property.
2. Nationwide institutions whose primary purpose is to develop housing and provide first mortgage financing to low- and moderate-income purchasers of the developed housing.
3. The provider of primary mortgage financing for the purchase of an eligible property assisted with secondary financing under this Program.

Manufactured Housing Unit: A home manufactured offsite and transported to a lot, and a mobile home as defined by Section 18007 of the California Health and Safety Code.

Maturity Date: The date upon which a mortgage loan comes due and payable in full in accordance with the regulations pertaining to the funding source(s) used and applicable loan documents.

Moderate Income Household: Persons and families who are not lower income households and whose gross incomes do not exceed 120% of the area median income adjusted for household size in accordance with adjustment factors adopted by HUD in establishing income limits for lower income families.

- ~~a. The maximum gross income limits for moderate income households is the same as that for "persons and families of moderate income" and "persons and families of low or moderate income".~~
- ~~b. "Persons and families of low or moderate income" includes very low, lower, and moderate income households.~~

~~Middle Income: Persons and families whose gross income ranges from 81% to 120% of the area median income adjusted for household size in accordance with adjustment factors adopted by HUD in establishing income limits for lower income families.~~

Mortgage: A deed of trust used to secure a lien on real property or, in the case of some manufactured housing, another security interest acceptable to the City, ~~and the State of California Department of Housing and Community Development.~~

Section 1 - Overview

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

Mortgage Assistance:	Permanent financing used towards homebuyer costs, up to the maximum limit stated in the regulations pertaining to the funding source(s) used.
Ownership Interest:	Any of the following interests in residential real property: • Fee simple estate • Joint tenancy • Tenancy in common Ownership does not include a remainder interest, a lease with or without an option to purchase or any interest acquired on the execution of the purchase contract.
Principal Residence:	A property occupied by the Borrower <u>as the Borrower's principal place of abode for a minimum of ten months out of each 12-month period, continuously all year.</u>
Related Person:	As defined under the Internal Revenue Code and applicable regulations: siblings, spouses, ancestors and lineal descendants or any other related persons.
Remaining Spouse/Partner:	A now single individual who, while married or during co-habitancy, owned a home with his or her spouse/partner or resided in a home owned by the spouse/partner and has no ownership interest in <u>any other</u> residence other than <u>the residence financed at provided</u> by this program.
Second Mortgage:	A mortgage that is junior or subordinate to a first mortgage.
Owner-Occupied Residence:	A housing unit intended and used for occupancy by one household which is the owner of the property.
Silent Second:	A second mortgage in which there are no payments <u>of principal and interest are deferred, required of either principal or interest on the mortgage until such payments are required in accordance with the regulations pertaining to the funding source(s) used.</u>
Target Areas:	Specific census tracts or designated <u>areas</u> in which specific modifications to the financing requirements apply.

2. CalHome Program Requirements

2-A. Overview

The State of California Department of Housing and Community Development CalHome Program² is one of several funding sources providing assistance to eligible Borrowers under this Program. These funds may be used for the acquisition and acquisition/rehabilitation of a home. The following applies to CalHome loans made under this Program.

2-B. Eligible Household

1. To be eligible to receive CalHome funds, an individual household shall:
 - a. Be a low-income household (income equal to or less than 80% of area median income as adjusted for household size) when considering the gross income of all household ~~members~~residents 18 years old or older. The following household members are not counted to determine family size for income limits purposes: foster children, unborn children and children being pursued for legal custody or adoption who are not currently living with the household. A child who is subject to a shared-custody agreement in which the child resides with the household at least 50% of the time, can be counted.
 - 1) Gross income is as defined in the California Code of Regulations (CCR), Title 25, Section 6914 and is: "The anticipated income of a person or family for the twelve-month period following the date of determination of income."
 - 2) Income from assets is recognized as part of annual income under 24 CFR Part 5. City shall determine income from assets in accordance with 24 CFR 5.
 - b. Be a first-time homebuyer and occupy the property as a principal place of residence. A first time homebuyer is defined as a purchaser of a unit who neither has, nor has had, a present ownership in a ~~principal~~ residence at any time during the three-year period prior to the date on which a mortgage pursuant to this Program is executed, except as otherwise allowed by the CalHOME regulations as set forth below.~~specific funding source(s)-utilized.~~
2. The following individual or individuals may not be excluded from consideration as a first-time homebuyer under this section:
 - a. A displaced homemaker, who while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading

² Authorized by and pursuant to Chapter 6 of Part 2 of Division 31 of Health and Safety Code, commencing with Section 50650 ("California Statutes") and regulations found in Title 25 of the California Code of Regulations, Division 1, Chapter 7, Subchapter 9 commencing with Section 7715 ("CalHome Regulations"), all as amended and in effect from time to time. CalHome funds are administered by the State Department of Housing and Community Development.

employment and worked primarily without remuneration to care for his or her home and family;

- b. A single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
- c. An individual or individuals who owns or owned, as a principal place of residence during the three-year period before the purchase of a home with CalHome assistance, a dwelling unit whose structure is:
 - 1) Not permanently affixed to a permanent foundation in accordance with state or local regulations; or
 - 2) Not in compliance with state, local or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.
- 3. For purposes of qualifying Borrower for a first mortgage, credit criteria shall be:
 - a. No late payments 1 year from date of applying.
 - b. No outstanding judgments or liens.
 - c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.
 - d. Bankruptcy discharge must have been a minimum of two years prior to the date of purchase from date of discharge with no additional collections.
 - e. Foreclosure must have been a minimum of four years prior to the date of purchase from date of sale.

2-C. Eligible Property

- 1. Property purchased with CalHome funds must be located in:
 - a. Census tracts will be determined by grant. If no limitations, property must be located within the City limits excluding county pockets.
- 2. Property type must be:
 - a. Single-family housing; or
 - b. Condominium unit; or
 - c. A town home unit.
 - d. Multi-family units.

Section 2 – CalHome Program Requirements

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

7

3. Eligible property does not have any occupancy characteristics.
4. Property must meet basic housing quality standards, unless funds will be used for both the acquisition and rehabilitation.

2-D. Affordability Period

1. CalHome regulations do not currently require an Affordability Period.

2-E. Loan Terms

1. Security:
 - a. CalHome loans shall be secured by the property.
 - b. The lien securing repayment of the CalHome loan shall be subject only to liens, encumbrances and other matters of record reviewed and approved by the City.
2. Deferment:
 - a. Principal and interest payments shall be deferred for 30 years, ~~the term of the CalHome loan~~.
3. Repayment:
 - a. The CalHome loan principal and interest shall be repayable upon:
 - 1) Sale, transfer, rental, or lease of the property.
 - 2) Borrower's failure to occupy the property as Borrower's principal place of residence (Borrower must certify occupancy annually).
 - 3) The CalHome loan maturity date.
 - i. If it is determined by the Housing Program Services Division staff that repayment of the loan at maturity will cause a hardship to the Borrower, the FTHB Loan Committee may, at its option, elect to:
 - (1) Approve a one-time additional deferral period of up to 30 years in length at 0% additional interest, or;
 - (2) Convert the debt (principal and accrued interest) to a 15 year amortized loan at 0% additional interest.
 - 4) The maturity date, or full repayment, of any debt secured by a lien on the Property that is senior to the CalHome deed of trust.

Section 2 – CalHome Program Requirements

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

8

- 5) Upon default of the CalHome promissory note, deed of trust or other recorded documents of record pertaining to the property.
 - 6) Borrower's cash-out refinance of any superior mortgages.
 - 7) ~~The City will provide deferred payment loans; the City may accept voluntary payments on the loan. The Borrower may repay the loan balance at any time with no pre-payment penalty.~~ Loan payments will be credited to the principal first and then to interest. ~~The borrower may repay the loan balance at any time with no pre-payment penalty.~~
4. Assumability:
 - a. CalHome loans are not assumable.
 5. Transfer of Interest Exceptions:
 - a. The following transfers of interest shall not require repayment of the CalHome loan:
 - 1) Transfer to a surviving joint tenant by devise, descent or operation of the law on the death of a joint tenant.
 - 2) A transfer, in which the transferee is a person who occupies or will occupy the property, which is:
 - i. A transfer in which the spouse becomes an owner of the property.
 - ii. A transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the property.
 - 3) A transfer into an inter vivos trust in which the Borrower is and remains the beneficiary and occupant of the property.
 6. Loan Term:
 - a. The CalHome loan term shall be 30 years, except upon the occurrence of any condition requiring repayment as noted above.
 - b. When United States Department of Agriculture, Rural Housing Service (USDA-RHS) 502 mortgage loans are in first lien position, the CalHome loan term shall be the term of the 502 mortgage (30 to 38 years).
 7. Prepayment:
 - a. A Borrower may prepay the CalHome loan, in part or whole, at any time without penalty.
 8. Interest:

- a. ~~The loan shall be at zero (0%) percent interest for the initial 15 years followed by a 15-year period with 2% simple interest. The loan shall be at three (3%) percent simple interest for thirty (30) years and;~~

Commented [JF1]: Incentive for homebuyer to pay down principal balance during the first 15-year period.

- b. ~~There are no payments due on the loan during the life of the ownership of the property by the Borrower and;~~

- c. ~~The total amount of the silent second loan plus any accrued interest becomes due and payable at the time of sale, refinance, transfer of ownership, rental, is no longer occupied by the primary borrower or thirty (30) years whichever comes first.~~

- d. The CalHome down payment assistance cannot be used for first position loans.

9. Restrictions on Sale:

- a. In any transaction in which the CalHome loan is the only ~~public assistance~~ **secondary financing**, the Borrower cannot be restricted from selling the home at its fair market value at any time.
- b. Subsequent buyers, unless assisted with a CalHome loan under this Program, do not need to meet the Eligible Household requirements set forth above.
- c. Resale restrictions required by other secondary financing sources used in conjunction with a CalHome loan shall prevail.

2-F. Subordinate Financing to CalHome Loan

- 1. Fees and/or charges for subordinate loan financing shall be consistent with reasonable loan origination fees for first mortgage financing as determined by the City based on industry standards.
- 2. Balloon payments due before the maturity date of the CalHome loan are not permitted.
- 3. All subordinate financing shall defer principal and interest payments for the term of the CalHome loan.

2-G. CalHome Target areas

- 1. Census tracts will be determined by grant. If no census tract requirements, property must be located within the City limits excluding county pockets.

2-H. Re-Use Account

The City of Turlock has adopted this plan to govern the use of monies received as repayments of loan principal and/or loan interest resulting from activities funded under the State of California, CalHome Program. The City has formulated this document to comply with Article 2, Section 7724-Reuse Account requirements of the CalHome Program, Title 25 California Code of Regulations, Division 1, Chapter 7, Sub Chapter 9, commencing with Section 7715.

Section 2 – CalHome Program Requirements

10

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

1. All repayments of CalHome loan principal and interest shall be received by City and deposited into a separate reuse account maintained by City's Finance Department.
2. The reuse account shall be interest bearing into which all earned interest shall be deposited.
3. All funds deposited into the reuse account shall be the property of the City and are to be used for CalHome eligible activities.
4. A line item for reuse of CalHome funds will be inserted into City's fiscal year budget allocating and approving use of funds for CalHome eligible activities.
5. All reuse funds shall be expended in accordance with the CalHome Regulations and the Standard and Monitoring Agreements between the City and the Department.
6. City shall allow the Department full access to the reuse account records for the purpose of determining City's compliance with CalHome regulations.
7. Target area restrictions are not applicable to reuse funds.
8. Maximum loan amounts for loans from reuse funds shall be the greater of the loan limits of the NOFA under which the original CalHOME award was made, or the maximum loan amount in the most recent CalHOME NOFA. ~~Loan maximum subsidy limits will convert to Department program guidelines.~~
9. All remaining funds from a rehabilitation loan will be placed into the reuse account. (Only applies when CalHome funds are used for the acquisition and rehabilitation loan)

2-I. Matching

No Matching requirements apply.

2-J/ Maximum Loan Amount

The maximum loan amount for a CalHOME first-time homebuyer, based on the current NOFA is 40% of the purchase price up to \$100,000.

3. CDBG Program Requirements

3-A. Overview

The Federal Community Development Block Grant (CDBG) Program³ is one of several funding sources providing assistance to eligible Borrowers under this Program. The following applies to CDBG loans made under this Program.

3-B. Eligible Household

1. To be eligible to receive CDBG funds, an individual household shall:
 - a. Be a low/moderate income household (income equal to or less than 80% of area median income as adjusted for household size) when considering the gross annual income of all household members 18 years old or older. Annual income is as defined in the Code of Federal Regulations, Title 24 Part 5. The following household members are not counted to determine family size for income limits purposes: foster children, unborn children and children being pursued for legal custody or adoption who are not currently living with the household. A child who is subject to a shared-custody agreement in which the child resides with the household at least 50% of the time, can be counted.
 - 1) City shall determine annual gross income in accordance with the Code of Federal Regulations (CFR), Title 24, Part 5, Section 5.609(b) attached hereto as Exhibit "A".
 - 2) Income from assets is recognized as part of annual income under 24 CFR Part 5. City shall determine income from assets in accordance with 24 CFR 5.
 - b. Include as Borrowers all persons who will be or are on title to the property. Co-signers and co-mortgagors who do not intend to occupy the property are prohibited.
 - c. Be a first-time homebuyer and occupy the property as a principal place of residence. A first time homebuyer is defined as a purchaser of a unit who neither has, nor has had, a present ownership in a **principal** residence at any time during the three-year period prior to the date on which a mortgage pursuant to this Program is executed, except as otherwise ~~provided below~~**allowed by the specific funding source(s) utilized.**
2. The following individual or individuals may not be excluded from consideration as a first time homebuyer under this section:
 - a. A single parent or remaining spouse/partner who, while married or during co-habitation, owned a home with his or her spouse or resided in a home owned by the spouse/partner, and has no ownership interest in a residence other than provided for in this Program. A single parent is an individual who is unmarried or legally

³ Authorized under Title I of the Housing and Community Development Act of 1974, as amended. The regulations implementing the CDBG Program are found at 24 CFR Part 570. CDBG funds are administered by the United States Department of Housing and Urban Development (HUD).

separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant.

3. For purposes of qualifying Borrower for a first mortgage, credit worthiness criteria shall be:
 - a. No late payments during the 12 months prior to~~1-year from date of~~ applying.
 - b. No outstanding judgments or liens.
 - c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.
 - d. Bankruptcy discharge must have been a minimum of two years prior to applying from date of discharge with no additional collections.
 - e. Foreclosure must have been a minimum of three years prior to applying from date of sale.

3-C. Eligible Property

1. Property purchased with CDBG funds must be located in:
 - a. The City of Turlock city limits excluding county pockets.
2. Property type must be:
 - a. Single-family housing; or
 - b. Condominium unit; or
 - c. A town home unit or
3. Eligible property must have the following occupancy characteristics:
 - a. Currently occupied by the owner-seller of the property; or
 - b. If a rental property, sold only to the existing tenant; or
 - c. Vacant for four months or longer prior to submission of purchase offer by Borrower.

3-D. Affordability Period

1. CDBG regulations do not currently require an Affordability Period.

3-E. Loan Terms

1. Security:
 - a. CDBG loans shall be secured by the property.

Section 3 – CDBG Program Requirements

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

13

- b. The lien securing repayment of the CDBG loan shall be subject only to liens, encumbrances and other matters of record reviewed and approved by the City.

2. Deferment:

- a. Principal and interest payments shall be deferred for ~~30 years, the term of the CDBG loan.~~

3. Repayment:

- a. The CDBG loan principal and interest shall be due and payable upon:

- 1) Sale, transfer, rental or lease of the property.
- 2) Borrower's failure to occupy the Property as Borrower's principal place of residence (Borrower must certify occupancy annually).
- 3) The CDBG loan maturity date.

i. If it is determined by the Housing Program Services Division staff that repayment of the loan at maturity will cause a hardship to the Borrower, the FTHB Loan Committee may, at its option, elect to:

(1) Approve a one-time additional deferral period of up to 30 years in length at 0% additional interest, or;

(2) Convert the debt (principal and accrued interest) to a 15-year amortized loan at 0% additional interest.

- 4) The maturity date, or full repayment, of any debt secured by the Property that is senior to the CDBG deed of trust.
- 5) Upon default under the CDBG promissory note, deed of trust, the deed of trust rider or the covenants, or other recorded documents of record pertaining to the property.
- 6) Borrower's cash-out refinance of any superior mortgages.

- 7) ~~The City will provide deferred payment loans; the City may accept voluntary payments on the loan. The Borrower may repay the loan balance at any time with no pre-payment penalty.~~ Loan payments will be credited to the principal first and then to interest. ~~The borrower may repay the loan balance at any time with no pre-payment penalty.~~

4. Assumability:

- a. CDBG loans are not assumable.

5. Transfer of Interest Exceptions:

Section 3 – CDBG Program Requirements

14

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

a. CDBG loans do not have transfers of interest exceptions.

6. Loan Term:

a. The CDBG loan term shall be 30 years, except upon the occurrence of any condition requiring repayment as noted above.

7. Prepayment Penalty:

a. A Borrower may prepay the CDBG loan, in part or whole, at any time without penalty.

8. Interest:

a. ~~The loan shall be zero (0%) percent interest for the initial fifteen (15) years followed by a 15-year period with a two (2%) simple interest rate. The loan shall be at three (3%) percent simple interest for thirty (30) years and;~~

b. ~~There are no payments due on the loan during the life of the ownership of the property by the Borrower and;~~

~~c. The total amount of the silent second loan plus any accrued interest becomes due and payable at the time of sale, refinance, transfer of ownership, rental, is no longer occupied by the primary borrower or thirty (30) years whichever comes first.~~

d. The CDBG down payment assistance cannot be used for first position loans.

9. Restrictions on Sale:

a. ~~In any transaction in which the CDBG loan is the only secondary financing, the Borrower cannot be restricted from selling the home at its fair market value at any time.~~

~~b.~~ Subsequent buyers, unless assisted with a CDBG loan under this Program, do not need to meet the Eligible Household requirements set forth above.

~~c.~~ b. Resale restrictions required by other secondary financing sources used in conjunction with a CDBG loan shall prevail.

3-F. Subordinate Financing to CDBG Loan

1. Fees and/or charges for subordinate loan financing shall be consistent with reasonable loan origination fees for first mortgage financing as determined by the City based on industry standards.
2. Balloon payments due before the maturity date of the CDBG loan are not permitted.
3. All subordinate financing shall defer principal and interest payments for the term of the CDBG loan.

Section 3 – CDBG Program Requirements

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

15

3-G. CDBG Target Areas

No target areas defined.

3-H. Program Income

1. All repayments of CDBG loan principal and interest shall be received by City and deposited into a separate account maintained by City's Finance Department.
2. The account shall be interest bearing into which all earned interest shall be deposited.
3. All funds deposited into the account shall be the property of the City.
4. A line item for reuse of CDBG funds will be inserted into City's fiscal year budget allocating and approving use of funds for CDBG eligible activities.
5. All Program Income funds shall be expended in accordance with the CDBG regulations and the CDBG Agreement between the City and HUD.

3-I. Matching

No Matching requirements apply.

3-J. Maximum Loan Amount

1. The maximum loan amount for a CDBG first-time homebuyer is \$100,000.

4. HOME Program Requirements

4-A. Overview

In 1999, the City of Turlock and Stanislaus County, serving as an Urban County entitlement jurisdiction for the purposes of the Community Development Block Grant (CDBG), entered into an intergovernmental agreement for the Federal Home Investment Partnerships (HOME) Program⁴ funds creating the City of Turlock/Stanislaus County HOME Consortium (Consortium). The Stanislaus Urban County is comprised of the unincorporated areas of Stanislaus County, and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford. The City of Turlock served as the lead entity for the Consortium from July 1999 through June 2023. Beginning July 2023, Stanislaus County assumed the role of lead entity for the Consortium.

HOME is one of several funding sources providing assistance to eligible Borrowers under this Program. The following applies to HOME funded loans made under this Program. Specifically, these policies and procedures will be utilized for any new projects funded with 2022 and earlier HOME funds still under the City of Turlock's purview. Rental Rehabilitation Program funding will follow HOME program guidelines and will be used for matching.

4-B. Eligible Household

1. To be eligible to receive HOME funds, an individual household shall:
 - a. Be a low-/moderate-income household (income equal to or less than 80% of area median income as adjusted for household size) when considering the gross annual income of all household residents 18 years old or older. Annual income is as defined in the Code of Federal Regulations, Title 24 Part 5. The following household members are not counted to determine family size for income limits purposes: foster children, unborn children and children being pursued for legal custody or adoption who are not currently living with the household. A child who is subject to a shared-custody agreement in which the child resides with the household at least 50% of the time, can be counted.
 - 1) City shall determine annual gross income in accordance with the Code of Federal Regulations (CFR), Title 24, Part 5, Section 5.609(b) attached hereto as Exhibit "A".
 - 2) Income from assets is recognized as part of annual income under 24 CFR Part 5. City shall determine income from assets in accordance with 24 CFR 5.
 - b. Include as Borrowers all persons who will be or are on title to the property. Co-signers and co-mortgagors who do not intend to occupy the property are prohibited.
 - c. Be a first-time homebuyer and occupy the property as a principal place of residence. A first time homebuyer is defined as a purchaser of a unit who neither has, nor has

⁴ Authorized under the HOME Investment Partnerships Act at title II of the Cranston-Gonzalez National Affordable Housing act, as amended, 42 U.S.C. 12701 et seq. The regulations implementing the Home Investment Partnerships (HOME) Program are found at 24 CFR Part 92. HOME funds are administered by the United State Department of Housing and Urban Development (HUD).

had, a present ownership in a principal residence at any time during the three-year period prior to the date on which a mortgage pursuant to this Program is executed, except as otherwise allowed by the specific funding source(s) utilized.

2. The following individual or individuals may not be excluded from consideration as a first time homebuyer under this section:
 - a. A single parent or remaining spouse/partner who, while married or during co-habitancy, owned a home with his or her spouse or resided in a home owned by the spouse/partner, and has no ownership interest in a residence other than provided for in this Program. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant.
3. For purposes of qualifying Borrower for a first mortgage, credit worthiness criteria shall be:
 - a. No late payments ~~for the 12-month period prior to~~ 1 year from date of applying.
 - b. No outstanding judgments or liens.
 - c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.
 - d. Bankruptcy ~~date of discharge must be~~ must have been a minimum of two years prior to the date of applying from date of discharge with no additional collections.
 - e. Foreclosure must have been a minimum of three years prior to the date of applying from date of sale.

4-C. Eligible Property

1. Property purchased with HOME funds must be located in:
 - a. The City of Turlock city limits excluding county pockets.
2. Property type must be:
 - a. Single-family housing; or
 - b. Condominium unit; or
 - ~~c.~~ Townhome unit; or
 - ~~d.~~ One to four units of residential properties.
3. Eligible property must have the following occupancy characteristics:
 - a. Currently occupied by the owner-seller of the property; or
 - b. If a rental property, sold only to the existing tenant; or

Section 4 – HOME Program Requirements

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

18

b. ~~_____c.~~ Vacant for four months or longer prior to submission of purchase offer by Borrower.

4. Eligible property must:

a. Meet property standards as identified in 24 CFR 92.251.

b. Each of the major systems must have a remaining useful life of a minimum of 5 years:

a. Major systems are structural support, roofing, cladding, weatherproofing (e.g. windows, doors, siding, gutters); plumbing, electrical and heating, ventilation, and air conditioning.

5. Eligible property must have an initial value not exceeding 95% of the area median purchase price for the housing type as established by HUD.

4-D. Affordability Period

1. Housing purchased with HOME funds under this program must remain the principal place of residence of the Borrower for a minimum period of time as defined by the amount of HOME funds invested and as shown below:

HOME Funds Invested	Minimum Period of Affordability
Under \$1 25,000	5 years
\$1 25,000 to \$4 50,000	10 years
Over \$4 50,000	15 years

2. Failure of Borrower to occupy the HOME-assisted unit as his or her principal place of residence for the applicable period shall cause the HOME loan to become immediately due and payable.

4-E. Loan Terms

All loan terms clearly communicated in loan agreement, promissory note and regulatory agreement and a deed restriction is enforced to ensure period of affordability.

1. Security:
 - a. HOME loans shall be secured by the property.
 - b. The lien securing repayment of the HOME loan shall be subject only to liens, encumbrances and other matters of record reviewed and approved by the City.

Section 4 – HOME Program Requirements

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

19

2. Deferment:

- a. Principal and interest payments shall be deferred for the term of the HOME loan.

3. Repayment:

- a. The HOME loan principal and interest shall be due and payable upon:

- 1) Sale, transfer, rental or lease of the property.
- 2) Borrower's failure to occupy the Property as Borrower's principal place of residence (Borrower must certify occupancy annually).
- 3) The HOME loan maturity date.

i. If it is determined by the Housing Program Services Division staff that repayment of the loan at maturity will cause a hardship to the Borrower, the FTHB Loan Committee may, at its option, elect to:

(1) Approve a one-time additional deferral period of up to 30 years in length at 0% additional interest, or;

(2) Convert the debt (principal and accrued interest) to a 15 year amortized loan at 0% additional interest.

- 4) The maturity date, or full repayment, of any debt secured by the Property that is senior to the HOME deed of trust.
- 5) Upon default under the HOME promissory note, deed of trust, the deed of trust rider or the covenants, or other recorded documents of record pertaining to the property.
- 6) Borrower's cash-out refinance of any superior mortgages.
- 7) ~~The City will provide deferred payment loans; the City may accept voluntary payments on the loan. The Borrower may repay the loan balance at any time with no pre-payment penalty.~~ Loan payments will be credited to the principal first and then to interest. ~~The borrower may repay the loan balance at any time with no pre-payment penalty.~~

4. Assumability:

- a. HOME loans are not assumable.

5. Transfer of Interest Exceptions:

- a. HOME loans do not have transfers of interest exceptions.

6. Loan Term:

Section 4 – HOME Program Requirements

City of Turlock FTHB Program Policies and Procedures Manual

Updated: 9-11-2012

20

- a. The HOME loan term shall be 30 years, except upon the occurrence of any condition requiring repayment as noted above.

7. Prepayment Penalty:

- a. A Borrower may prepay the HOME loan, in part or whole, at any time without penalty. However, prepayment does not void the period of affordability as stipulated above.

8. Interest:

- a. The loan shall be at zero percent (0%) interest for the initial fifteen (15) years followed by a 15-year period with a two percent (2%) simple interest rate. The loan shall be at three (3%) percent simple interest for thirty (30) years and;
- b. There are no payments due on the loan during the life of the ownership of the property by the Borrower and;

- c. The total amount of the silent second loan plus any accrued interest becomes due and payable at the time of sale, refinance, transfer of ownership, rental, is no longer occupied by the primary borrower or thirty (30) years whichever comes first.

- Db. In instances where the City loan would be in first position, the loan will become a 30 year fully amortized loan at 3% simple interest.

9. Restrictions on Sale:

- a. In any transaction in which the HOME loan is the only secondary financing, the Borrower cannot be restricted from selling the home at its fair market value at any time.
- b. Subsequent buyers, unless assisted with a HOME loan under this Program, do not need to meet the Eligible Household requirements set forth above.
- c. Resale restrictions required by other secondary financing sources used in conjunction with a HOME loan shall prevail.

10. Recapture of HOME Funds:

- a. In the event of any event requiring repayment as defined above, the entire amount of the original HOME loan principal and any contingent interest due shall be recaptured by City. If the loan is paid in full prior to the end of the affordability period, funds will be recorded as recaptured funds and deposited into the HOME account. After the affordability period, funds will be recorded as program income and deposited into HOME account.

4-F. Subordinate Financing to HOME Loan

- 1. Fees and/or charges for subordinate loan financing shall be consistent with reasonable loan origination fees for first mortgage financing as determined by the City based on industry standards.

Section 4 – HOME Program Requirements

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

21

2. Balloon payments due before the maturity date of the HOME loan are not permitted.
3. All subordinate financing shall defer principal and interest payments for the term of the HOME loan.

4-G. HOME Target Areas

No target areas defined.

4-H. Program Income

1. All repayments of HOME loan principal and interest shall be received by City and deposited into a separate account maintained by City's Finance Department.
2. The account shall be interest bearing into which all earned interest shall be deposited.
3. All funds deposited into the account shall be the property of the City.
4. A line item for Program Income of HOME funds will be inserted into City's fiscal year budget allocating and approving use of funds for HOME eligible activities.
5. All Program Income funds shall be expended in accordance with the HOME regulations and the HOME Agreement between the City and HUD.

4-I. Matching

Matching is the commitment of non-federal funds to supplement HOME funds used to assist in the provision of affordable housing. HOME funding require a matching contribution⁵ of not less than 25 percent of the funds drawn from the City's HOME Investment Trust Fund Treasury account in that fiscal year, unless waived or reduced by HUD. Matching funds are calculated on a project-by-project basis and applied on a program-wide basis.

4-J. Maximum Loan Amount

1. The maximum loan amount for a HOME first-time homebuyer is \$100,000.

⁵ Defined at 24 CFR 92.218

5. Neighborhood Stabilization Program Requirements

5-A. Overview

The Neighborhood Stabilization Program (NSP)⁶ is one of several funding sources providing assistance to eligible Borrowers under this Program. The following applies to NSP loans made under this Program.

5-B. Eligible Household

1. To be eligible to receive NSP funds, an individual household shall:
 - a. Be a low to moderate or middle income household (income equal to or less than 120% of the area median income as adjusted for household size) when considering the gross annual income of all household residents 18 years old or older. In the event that the City is awarded NSP set-a-side funds, these funds will be limited to applicants not exceeding 50% of the Median Area Income. Annual income is as defined in the Code of Federal Regulations, Title 24 Part 5. The following household members are not counted to determine family size for income limits purposes: foster children, unborn children and children being pursued for legal custody or adoption who are not currently living with the household. A child who is subject to a shared-custody agreement in which the child resides with the household at least 50% of the time, can be counted.
 - 1) City shall determine annual gross income in accordance with the Code of Federal Regulations (CFR), Title 24, Part 5, Section 5.609(b) attached hereto as Exhibit "A".
 - 2) Income from assets is recognized as part of annual income under 24 CFR Part 5. City shall determine income from assets in accordance with 24 CFR 5.
 - b. Include as Borrowers all persons who will be or are on title to the property. Co-signers and co-mortgagors who do not intend to occupy the property are prohibited.
 - c. Occupy the property as a principal place of residence. Applicant does not have to be a first time home buyer.
2. (Section held for future use)
3. For purposes of qualifying Borrower for a first mortgage, credit worthiness criteria shall be:
 - a. No late payments in the 12 months prior to -1 year from date of applying.
 - b. No outstanding judgments or liens.

⁶ The program is authorized under Title III of the Housing and Economic Recovery Act (HERA) of 2008 and is administered by the California Department of Housing and Community Development. NSP Program guidelines include CDBG regulations at 24 CFR Part 570.

- c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.
- d. Bankruptcy date of discharge must have been a minimum of two years prior to the date of applying from date of discharge with no additional collections.
- e. Foreclosure must have been a minimum of three years prior to date of applying from date of sale.

5-C. Eligible Property

1. Property purchased with NSP funds must be located in:
 - a. City limits of Turlock within the following Census tracts will be identified as the primary areas of concentration. County pockets within these Census Tracts are excluded as eligible properties.
 - 36.02 (Block groups 1 and 2)
 - 37.00 (Block group 1)
 - 38.01 (Block groups 1, 2, 3 and 4)
 - 38.02 (Block groups 1, 2, 3, and 4)
 - 38.03 (Block group 1)
 - 39.04 (Block groups 1, 2, 3, and 4)
 - 39.05 (Block group 4)
 - 39.06 (Block groups 2 and 3)
 - 39.07 (Block group 2)
 - 39.08 (Block groups 1 and 2)
 - 39.09 (Block groups 2 and 4)
 - b. City Limits of Turlock within the following Census Tracts will serve as secondary or additional areas of concentration if no eligible properties are available in the primary areas. County pockets within these Census Tracts are excluded as eligible properties.
 - 36.02 (Block group 3)
 - 36.03 (Block group 3)
 - 36.04 (Block groups 3 and 5)
 - 37.00 (Block group 2)
 - 38.03 (Block group 2)
 - 39.05 (Block groups 1, 2, and 3)
 - 39.06 (Block group 1)
 - 39.07 (Block groups 1, 3, and 4)
 - 39.09 (Block groups 1 and 3)
2. Property type must be:
 - a. Single-family housing; or
 - b. Condominium unit; or
 - c. A town home unit or

3. Eligible property must have the following occupancy characteristics:
 - a. Property must be either foreclosed or abandoned. Abandonment is defined by NSP as a property whose mortgage or tax foreclosure proceedings have been initiated, no mortgage or tax payments have been made by the property owner for at least 90 days, AND the property has been vacant for at least 90 days. Foreclosed is defined as when the mortgage or tax foreclosure is complete under state or local law.
 - b. Property must be purchased at a discount⁷ rate of at least 1% from the current market appraised value⁸.

5-D. Affordability Period

1. Housing purchased with NSP funds under this program must remain the principal place of residence of the Borrower for a minimum period of time as defined by the amount of NSP funds invested and as shown below:

NSP Funds Invested	Minimum Period of Affordability
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

2. Failure of Borrower to occupy the NSP-assisted unit as his or her principal place of residence for the applicable period shall cause the NSP loan to become immediately due and payable.

5-E. Loan Terms

1. Security:
 - a. NSP loans shall be secured by the property.
 - b. The lien securing repayment of the NSP loan shall be subject only to liens, encumbrances and other matters of record reviewed and approved by the City.
2. Deferment:
 - a. Principal and interest payments shall be deferred for 30 years ~~the term of the NSP loan~~.
3. Repayment:
 - a. The NSP loan principal and interest shall be due and payable upon:
 - 1) Sale, transfer, rental or lease of the property.

⁷ Section 2301(d)(1) of Housing and Economic Recovery Act (HERA) limits the purchase price of the home.

⁸ The Current Market Appraised Value means the value of a foreclosed upon home or residential property that is established through an appraisal made in conformity with the appraisal requirements of the URA at 49 CFR 24.103 and completed within 60 days prior to an offer made for the property.

- 2) Borrower's failure to occupy the Property as Borrower's principal place of residence (Borrower must certify occupancy annually).
 - 3) The NSP loan maturity date.
 - i. If it is determined by the Housing Program Services Division staff that repayment of the loan at maturity will cause a hardship to the Borrower, the FTHB Loan Committee may, at its option, elect to:
 - (1) Approve a one-time additional deferral period of up to 30 years in length at 0% additional interest, or;
 - (2) Convert the debt (principal and accrued interest) to a 15 year amortized loan at 0% additional interest.
 - 4) The maturity date, or full repayment, of any debt secured by the Property that is senior to the NSP deed of trust.
 - 5) Upon default under the NSP promissory note, deed of trust, the deed of trust rider or the covenants, or other recorded documents of record pertaining to the property.
 - 6) Borrower's cash-out refinance of any superior mortgages.
 - 7) ~~The City will provide deferred payment loans; the City may accept voluntary payments on the loan. The Borrower may repay the loan balance at any time with no pre-payment penalty.~~ Loan payments will be credited to the principal first and then to interest. ~~The borrower may repay the loan balance at any time with no pre-payment penalty.~~
4. Assumability:
 - a. NSP loans are not assumable.
 5. Transfer of Interest Exceptions:
 - a. NSP loans do not have transfers of interest exceptions.
 6. Loan Term:
 - a. The NSP loan term shall be 30 years, except upon the occurrence of any condition requiring repayment as noted above.
 7. Prepayment Penalty:
 - a. A Borrower may prepay the NSP loan, in part or whole, at any time without penalty.
 8. Interest:

a. ~~The loan shall be at zero percent (0%) interest for the initial fifteen (15) years followed by a 15-year period with a two percent (2%) simple interest rate. The loan shall be at three (3%) percent simple interest for thirty (30) years and;~~

b. ~~There are no payments due on the loan during the life of the ownership of the property by the Borrower and;~~

c. ~~The total amount of the silent second loan plus any accrued interest becomes due and payable at the time of sale, refinance, transfer of ownership, rental, is no longer occupied by the primary borrower or thirty (30) years whichever comes first.~~

~~b.d.~~ The NSP down payment assistance cannot be used for first position loans.

9. Restrictions on Sale:

a. ~~In any transaction in which the NSP loan is the only secondary financing, the Borrower cannot be restricted from selling the home at its fair market value at any time.~~

~~a.b.~~ Subsequent buyers, unless assisted with a NSP loan under this Program, do not need to meet the Eligible Household requirements set forth above.

~~b.c.~~ Resale restrictions required by other secondary financing sources used in conjunction with an NSP loan shall prevail.

5-F. Subordinate Financing to NSP Loan

1. Fees and/or charges for subordinate loan financing shall be consistent with reasonable loan origination fees for first mortgage financing as determined by the City based on industry standards.
2. Balloon payments due before the maturity date of the NSP loan are not permitted.
3. All subordinate financing shall defer principal and interest payments for the term of the NSP loan.

5-G. NSP Target Areas

- a. City limits of Turlock within Census tracts 38.02, 39.04, 39.06 and 39.08 will be identified as the primary areas of concentration. Census Tracts 36.02, 37.00, 38.01, 38.03, 39.05, 39.07 and 39.09 will serve as secondary or additional areas of concentration if no eligible properties are available in the primary areas. County pockets within these Census Tracts are excluded as eligible properties.

5-H. Program Income

1. All repayments of NSP loan principal and interest shall be received by City and deposited into a separate account maintained by City's Finance Department.
2. The account shall be interest bearing into which all earned interest shall be deposited.

Section 5 – Neighborhood Stabilization Program Requirements

27

City of Turlock FTHB Program Policies and Procedures Manual

Updated: 9-11-2012

3. All funds deposited shall follow NSP program income guidelines.
4. A line item for NSP program income funds will be inserted into City's fiscal year budget allocating and approving use of funds for NSP eligible activities.
5. All funds shall be expended in accordance with the regulations and the NSP Agreement between the City and HCD.

5-I. Matching

No Matching requirements apply.

5-J. Maximum Loan Amount

1. The maximum loan amount for a first-time homebuyer loan funded with NSP is \$25,000. Must be combined with other funding sources if need is greater than \$25,000, with a maximum limit of \$100,000.

6. ~~(Place Holder for future funding source)~~Permanent Local Housing Allocation (PLHA)

6-A. Overview

~~Space reserved for future use~~The Permanent Local Housing Allocation (PLHA) Program, administered by the California Department of Housing and Community Development (HCD), is one of several funding sources providing assistance to eligible borrowers under this program.

6-B. Eligible Household

~~Space reserved for future use~~

1. To be eligible to receive PLHA funds, a household shall:

a. Be a low- to moderate-income household, defined as income equal to or less than 120% of the area median income as adjusted for household size, when considering the gross income of all household residents 18 years of age or older. The following household members are not counted to determine family size for income limits purposes: foster children, unborn children, and children being pursued for legal custody or adoption who are not currently living in the household. A child who is subject to a shared-custody agreement in which the child resides with the household at least 50% of the time, can be counted.

i. Gross income is defined in the California Code of Regulations (CCR), Title 25, Section 6914 and is: "The anticipated income of a person or family for the twelve-month period following the date of determination of income."

ii. Income from assets is included as part of annual income in accordance with 24 CFR Part 5. The City will calculate income derived from assets in accordance with 24 CFR Part 5.

b. Include as Borrowers all persons who will be on the title of the property.

c. Be a first-time homebuyer and occupy the property as a principal place of residence. A first-time homebuyer is defined as a purchaser of a unit who neither has, nor has had, a present ownership in a residence at any time during the three-year period prior to the date on which a mortgage pursuant to this Program is executed, except as otherwise allowed by the specific funding source(s) utilized.

2. For purposes of qualifying a Borrower for a first mortgage, credit worthiness criteria shall be determined by the following:

a. No late payments in the 12-month period prior to applying.

b. No outstanding judgements or liens.

c. Outstanding collections may be paid at closing but cannot be included as part of the required down payment or paid using City funds.

- d. Bankruptcy date of discharge must be a minimum two (2) years prior to the date of applying with no additional collections.

6-C. Eligible Property

~~Space reserved for future use~~

1. Property purchased with PLHA funds must be located in:
 - a. The City of Turlock city limits excluding County pockets.
2. Property type must be:
 - a. Single-family housing; or
 - b. Condominium unit; or
 - c. A town home unit.
3. Eligible property must have the following occupancy characteristics:
 - a. Currently occupied by the owner-seller of the property; or
 - b. If a rental property, sold only to existing tenant; or
 - c. If rental property, must be vacant for a minimum of 4 months prior to the applicant putting in an offer to purchase.

6-D. Affordability Period

~~Space reserved for future use~~

1. PLHA funds do not currently have an affordability period.

6-E. Loan Terms

~~Space reserved for future use~~

1. Security:
 - a. PLHA loans shall be secured by the property.
 - b. The lien securing repayment of the PLHA loan shall be subject only to liens, encumbrances, and other matters of record reviewed and approved by the City.
2. Deferrment:
 - a. Principal and interest payments shall be deferred for 30 years.
3. Repayment:
 - a. The PLHA loan principal and interest shall be due and payable upon:

- 1.) Sale, transfer, rental, or lease of property.
- 2.) Borrower's failure to occupy the property as Borrower's principal place of residence (Borrower must certify occupancy annually).
- 3.) The PLHA maturity date:
 - i. If it is determined by the Housing Program Services Division staff that repayment of the loan at maturity will cause a hardship to the Borrower, the Loan Committee may elect to:
 - a. Approve a one-time additional deferral period of up to 30 years at 0% interest or:
 - b. Convert the debt (principal plus accrued interest) to a 15-year amortized loan at 0% interest.
- 4.) The maturity date, or full repayment, of any debt secured by the property that is senior to the PLHA deed of trust.
- 5.) Upon default under the PLHA promissory note, deed of trust, deed of trust rider or the covenants, or other recorded documents of record pertaining to the property.
- 6.) Borrower's cash out refinance of any superior mortgages.
- 7.) The Borrower may repay the loan balance at any time with no pre-payment penalty. Loan payments will be credited to principal first and then to interest.

4. Assumability:

- a. PLHA loans are not assumable.

5. Transfer of Interest Exceptions:

- a. PLHA loans do not have transfers of interest exceptions.

6. Loan Term:

- a. The PLHA loan term shall be 30 years, at a 15 year, 0% interest to follow with a 15-year, 2% simple interest.

7. Prepayment Penalty:

- a. A Borrower may prepay the PLHA loan, in part or whole, at any time without penalty.

8. Interest:

- a. The loan shall be at zero (0%) percent simple interest for fifteen (15) years followed by two percent (2%) simple interest for the remaining 15 years and;

b. There are no payments due on the loan during the life of the ownership of the property by the Borrower and;

c. The total amount of the silent second loan plus any accrued interest becomes due and payable at the time of sale, refinance, transfer of ownership, rental, is no longer occupied by the primary borrower or thirty (30) years whichever comes first.

d. In instances where the City loan would be in first position, the loan will become a 30 year fully amortized loan at 3% simple interest.

9. Restrictions on Sale:

a. Subsequent buyers, unless assisted with a PLHA loan under this Program, do not need to meet the Eligible Household requirements set forth above.

b. Resale restrictions required by other secondary financing sources used in conjunction with a PLHA loan shall prevail.

6-F. Subordinate Financing

~~Space reserved for future use.~~

1. Fees and/or changes for subordinate loan financing shall be consistent with reasonable loan origination fees for first mortgage financing as determined by the City based on industry standards.

2. Balloon payments due before the maturity date of the PLHA loan are not permitted.

3. All subordinate financing shall defer principal and interest payments for the term of the PLHA loan.

6-G. Target Areas

~~Space reserved for future use~~No target areas defined.

6-H. Program Income

~~Space reserved for future use.~~

1. All repayments of PLHA loan principal and interest shall be received by the City and deposited into a separate account maintained by the City's Finance Department.

2. The account shall be interest bearing into which all earned interest shall be deposited.

3. All funds deposited into the account shall be the property of the City.

4. A line item for reuse of PLHA funds will be inserted into the City's fiscal year budget allocating and approving the use of funds for PLHA eligible activities.

Section 6 – (Place holder for future funding source)

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

32

5. All program income funds shall be expended in accordance with PLHA regulations and the PLHA agreement between the City and HCD.

6-I. Matching

~~Space reserved for future use. No matching requirements apply.~~

6-J. Maximum Loan Amount

1. The maximum loan amount for a PLHA first-time homebuyer is \$100,000.

7. First Time Homebuyer Mortgage Underwriting Requirements (for all funding sources)

7-A. Overview

1. The primary mortgage lender (Lender) shall utilize its own underwriting standards in reviewing and approving a Borrower's application for a first mortgage loan.
2. In addition, the City shall ensure that the Borrower meets the underwriting standards for a mortgage loan(s) issued by the City in conjunction with this Program. The City conducts underwriting upon receipt of accepted purchase agreement and lenders 1003 and 1008 submittal. Many of these secondary underwriting standards will parallel those associated with the first mortgage, but the City shall take all necessary steps to ensure compliance with the requirements of this Program.
3. The Borrower must complete and sign the appropriate FTHB Program certifications. If the Lender becomes aware of misstatements whether negligently or willfully made, it must notify the City of Turlock immediately.
4. Secondary underwriting requirements must be met by a Borrower and verified by City in accordance with the following sections.

7-B. Verification of Previous Ownership Status

1. The Borrower may not have held an ownership interest in a residential property his/her principal residence within the past three years. Allowable exceptions are:
 - a. If the FTHB mortgage assistance is financed solely with City funds:
 - 1) A displaced homemaker, who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
 - 2) A single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
 - 3) An individual or individuals who owns or owned, as a principal place of residence during the three-year period before the purchase of a home with CalHome assistance, a dwelling unit whose structure is:
 - i. Not permanently affixed to a permanent foundation in accordance with state or local regulations; or

- ii. Not in compliance with state, local or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.
- 2. The Borrower must provide copies of their last three (3) years signed federal tax returns, verifying that the Borrower did not claim a ~~principal residence~~homeowner deduction for mortgage interest or taxes on real property. Acceptable alternatives are as set forth below:
 - a. If the Applicant filed the 1040 Long Form for the prior three years and cannot produce an original copy of the signed tax returns, then the Applicant must request a copy of the returns from the IRS.
 - b. If the Borrower has filed the short form 1040A or 1040EZ for the prior three years and cannot produce the signed returns, the City will accept a letter from the IRS verifying the filing status of the Borrower. The letter should confirm that the Borrower filed the 1040A or 1040EZ for the years in question. The Borrower can request tax account information from the Local IRS office. This information will be provided on IRS Letter Form 1722 and will include: (1) name and social security number; (2) type of return filed; (3) marital status; (4) tax shown on return; (5) adjusted gross income; (6) taxable income; (7) self-employment tax; and (8) number of exemptions. If the address on the tax returns filed is different than the Borrower's current address, the Borrower should also provide a written statement (signed by all Borrowers) indicating that the previous returns had been filed at a different address.

The tax account information should be requested, in person, from the IRS office. The tax returns must have an original signature certifying that "this is a true and exact copy of the returns submitted to IRS".

- c. In the event the Borrower was not obligated to file federal income tax returns for any of the preceding three years, it will be necessary for the City to obtain from the Borrower a completed and signed Applicant Income Tax Certification which is required in place of (a) or (b) above. The Applicant Income Tax Certification must be accompanied with documented proof of the reason for not filing taxes.
- d. When an application is submitted during the period between January 1 and April 15 and the Borrower has not yet filed his/her Federal income tax return for the preceding year with the IRS, the City may with respect to such year, rely on a certification of the Borrower that the Borrower is not entitled to claim deductions for taxes or interest on indebtedness with respect to property constituting his/her Principal Residence for the preceding calendar year. The certification is included within the Applicant Income Tax Certification.

7-C. Verification of Borrower Income

Income eligibility criteria vary according to the secondary financing source utilized. Funding is determined based on available funding and property conditions. The City must verify a Borrower's income in accordance with the following:

- 1. CalHome, CDBG, and HOME, Borrowers must have an annual gross income equal to or less than 80% of the area median income as adjusted for household size. NSP and PLHA

borrowers must have an annual gross income equal to or less than 120% of the area median income as adjusted for household size. See Exhibit "C" for income limits.

- a. Income limits used to determine eligibility for CalHome funding must be those published by the State of California Department of Housing and Community Development available from the City.
 - b. Income limits used to determine eligibility for HOME, CDBG, and NSP funding must be those published by the U.S. Department of Housing and Urban Development and available from the City.
2. Household size is determined by counting all members of the household, regardless of age, who will be permanent residents in the home.
 3. The City shall determine the Borrower's annual gross income by obtaining source documentation verifying income and asset inclusions listed in Exhibit "A" of this Manual.
 - a. For self-employed borrowers, source documentation shall also include but not necessarily be limited to:
 - 1) 3 years federal tax returns. (A minimum of the two most recent years must show income as self-employed)
 - 2) A profit and loss statement prepared by an accountant or bookkeeper. The City reserves the right to request an audited Profit and Loss statement by a Certified Accountant/Bookkeeper.
 4. Income from all adult household members 18 years of age or older shall be counted to determine household income eligibility. Income of borrowers will be used to determine loan eligibility.
 5. The Borrower's gross annual income must then be projected by the City over the upcoming 12-month period and judged to not exceed the applicable income limit. The City shall complete an Income Summary Worksheet.
 - a. If documentation is provided by the Borrower that his or her current circumstances may be about to change, this information must be used in the projection of gross annual income. For instance, if a Borrower has documented income of \$10.00/hour, but a negotiated union contract will increase this amount to \$15.00/hour 6 months hence, the anticipated additional income must be counted in the projection.
 6. Assets
 - a. All income from assets must be included in the calculations determining the Borrower's gross annual income.
 - b. When the cash value of all of a Borrower's assets exceeds \$5,000, annual gross income shall include the greater of:
 - 1) The actual amount of income, if any, derived from all household assets; or

- 2) ~~The current HUD Passbook rate multiplied by the cash value of all such assets. 2.0% (or the current HUD Passbook Rate 2011) of the cash value of all such assets.~~

- c. As with income, the value of a Borrower's assets must be projected over the following 12-month period and judged to not exceed the applicable income limit.

7. Income of Co-Borrower

- a. If a co-Borrower will be both on the title and the deed of trust, his or her gross annual income must be included in determining eligibility for the program.
- b. The income of any other person expected to both live in the residence and be secondarily liable for the mortgage must be counted and verified as noted above.
- c. Co-signers and co-mortgagors who do not intend to occupy the property are prohibited.

7-D. Credit

1. A credit report will be obtained at time of application by the City for every person, 18 years and older, applying for a loan through the FTHB program. For married couples, credit reports will be required of both spouses, to determine credit worthiness and household debt, even if one spouse will not be on title.

For purposes of qualifying Borrower for a City mortgage, credit worthiness criteria shall be:

- a. No late payments within the 12 months prior to the~~1-year from~~ date of applying.
- b. No outstanding judgments or liens.
- c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.
- d. Bankruptcy date of discharge must have been a minimum of two years prior to the date of applying~~from date of discharge~~ with no additional collections.
- e. Foreclosure must have been a minimum of three years from date of sale.

7-E. Purchase Price

1. The City will obtain a copy of the signed purchase contract for verification purposes that the FTHB Program's purchase price limit has not been exceeded.

7-F. Maximum Sales/Price Value Limit

- ~~1.~~ 1. The maximum sales price/value limit for a home purchased with the assistance of a City loan under this Program shall be as follows as per funding source:

a. CDBG- up to 100% of the current median ~~valuesales-price~~ of a single-family residence in Stanislaus County.

b. HOME – up to 95% of the current median value of a single-family residence in Stanislaus County.

c. ~~If CalHome – up to 105% of the current median value of a single-family residence in Stanislaus County, funds are used for the acquisition and rehabilitation the amount may not exceed 105%.~~

d. PLHA – no maximum.

2. The median sales price shall be as documented in the most recent data set accepted by the United States Department of Housing and Urban Development (HUD) for use in City's mortgage assistance program. The City utilizes the HUD HOME homeownership Value Limits to determine the median sales price, unless an exception is granted to the City per CFR 92.254 (a)(2)(iii).

7-G. Maximum Loan Amount

See Exhibit "B"

1. The City will provide "Gap" financing up to \$100,000 toward the purchase of affordable housing to be occupied by the applicants. This refers to filling the "gap" between the amount the homebuyer has and the amount needed to secure a primary loan.

GAP FINANCING SUBSIDY CALCULATION EXAMPLE

Purchase Price of Property	\$ 400,000
Less primary loan borrower can obtain	\$(325,000)
Less program required down payment	\$(5,000)
Equals "Gap" needed to purchase property	\$ 70,000

Plus estimated closing costs \$ 16,000
Total Subsidy/Loan \$ 86,000

Commented [MC2]: So the city requires households contribute \$5K?

Commented [RC3R2]: Currently 3K, proposal is to change to 5k

7-H. Loan Documentation

1. All City loans shall be evidenced by the following documents and provisions.
- Promissory Note(s) payable to City in the principal amount of the loan and stating the terms and rate of interest.
 - Deed of Trust(s) securing the Note; this deed shall be recorded and shall secure City's financial interest in the property.
 - Other appropriate security instrument naming City as beneficiary.
 - Request for copy of "Request for Notice of Default".

7-I. Gift Funds

- a. Gift funds to borrowers are permitted but will be limited to \$5,000. These funds cannot be used toward the borrowers required contribution.
- b. Letter for gift funds must be provided to City Housing staff prior to loan committee approval. Letter must state the name of donor, amount being gifted, and that the funds are a gift and not a loan.

8. APPLICATION and DELIVERY PROCESS

(for all funding sources)

8-A. Overview

1. Eligible homebuyers apply for a first mortgage loan from a primary mortgage lender (Lender).
2. The City processes the FTHB Mortgage Application and associated documentation, and issues a FTHB pre-approval letter for the City mortgage loan.
3. The City funds the City's FTHB mortgage loan concurrently with the first mortgage lender funding.

8-B. FTHB Mortgage Application Process

The FTHB processing procedures are designed to integrate with the Lender's standard mortgage loan processing and underwriting procedures. Recognizing there are procedural variations among lenders, the procedures outlined here are meant to serve as guidelines with respect to the sequence of events. However, all the elements of the processing sequence outlined in this section must, regardless of sequence, be completed by the Lender, the City, the Borrower, and the Seller.

The Lender, Borrower and the City are responsible for performing the tasks related to the issuance of a FTHB Mortgage as identified below:

1. Eligibility/Pre-approval Phase

- Borrower:
- ☒ Applies to Lender for a first mortgage and a FTHB mortgage.
 - ☒ Provides all necessary documentation and authorizations to City of processing application.
 - ☒ Provide a copy of the certificate of completion for the homebuyer education workshop from the City of Turlock or a selected approved agency.
- Lender:
- ☒ Determines if Borrower is eligible for primary mortgage financing. Lender determines acceptability of first loan in accordance with applicable loans, and private mortgage insurance standards and/or underwriting guidelines.
 - ☒ Transmits the following to City:
 - Appraisal.
 - Preliminary Title report
 - Mortgage Credit Analysis

- Certified Lead Inspection, applicable only to properties built prior to 1978. See section 8-E page 38 for more details.
- Commitment letter from Primary Lender.

- City:
- ☒ Examines all documents for completeness and consistency. Issues a FTHB pre-approval letter, which is valid for a maximum of ninety days.
 - ☒ Inspects subject property for compliance with Basic Housing Quality Standards. Inspections will be completed less than 90 days prior to the commitment of funds. Copy of the FTHB Inspection form is placed in Borrower's file.
 - ☒ The City of Turlock or a selected approved agency will offering First Time Homebuyer Education workshop to Borrower.
 - ☒ Conducts environmental review;
 - ☒ Verifies legality of unit(s) on subject property.
 - ☒ Verifies compliance with maximum per unit subsidies.
 - ☒ Confirms subject property location within specified areas by funding source (NSP and CalHome-funded only).
 - ☒ Verifies property has successfully cleared any outstanding Housing Quality Standards issues; if applicable, verifies that responsible party (Borrower or Seller) has mitigated all deteriorated paint surfaces issues and obtains all Lead Based Paint (LBP) forms from responsible party.
-
- ☒ If being funded with HOME funds, verify property meets all property standards as identified in 24 CFR 92.251 and each major systems has a remaining useful life of a minimum of 5 years.

2. Pre-Closing Phase

- Lender:
- ☒ Cooperates with City to obtain any additional information required under the Program.
 - ☒ Immediately notifies the City in writing of any cancellation of Lender's first mortgage Pre-approval or commitment. The reason for cancellation must be clearly stated.
 - ☒ Confirms with City that the FTHB Pre-approval is still active and has not expired.

Section 8 – Application and Delivery Process

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

41

- City: ☒ Confirms that the FTHB Pre-approval is still active and has not expired. If expired, an extension must be requested.

3. Closing Phase

- Lender: ☒ Approves the first mortgage loan in accordance with Lender's regular procedures.
- Title Co.: ☒ Submits Lender's Closing Certification to City.
- ☒ Submits copy of HUD-1 closing statement to City.
- ☒ Forwards required first loan documents and Lender's escrow instructions to City.
- Borrower: ☒ Executes all first mortgage documents, FTHB mortgage documents, and all other related documents.
- Borrower/Seller: ☒ If applicable, and after determination of responsible party, submits documentation certifying resolution of any deteriorated or lead-based paint issues to City.
- City: ☒ Conducts final review of all FTHB submittals from Lender.
- ☒ Forwards FTHB mortgage promissory note, deed of trust and escrow instructions to escrow company.
- ☒ Reviews Lender's first mortgage loan documents and escrow instructions for compatibility with FTHB Program requirements.
- ☒ Loan Committee reviews and approves Request for Release of FTHB Program Funds.
- ☒ Writes and transmits escrow instructions to escrow company.
- ☒ Issues check for FTHB mortgage funds made payable to escrow company.

8-C. Application Handling Priority

All FTHB Applications will be processed by the City according to the date of receipt. Processing is subject to change in the event of special funding and special requirements.

8-D. Property Standards

The property purchased with City funds under this program must:

1. Be eligible pursuant to the program if it is a single-family residence, a condominium unit, or a townhome located within the city limits of Turlock. Manufactured housing unit, must

Section 8 – Application and Delivery Process

42

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

at the time of purchase be on a permanent foundation, connected to permanent utility hook-ups, and be located on land that is to be owned by the purchaser.

2. Meet or exceed HUD's Housing Quality Standards (HQS) prior to close of escrow.

The City's Housing Rehabilitation Specialist/Inspector shall undertake a HQS inspection of the proposed unit to determine the property's eligibility for the FTHB Program. The Rehabilitation Specialist inspects the property for compliance with all locally adopted codes and ordinances noted above less exceptions. All homes must pass the HQS inspection conducted by the City. Responsibility for correcting any deficient items noted shall be the sole responsibility of the Borrower~~buyer~~ and/or seller. The only exception is when a CalHome Secondary Financing with Rehabilitation Program loan will occur.

For all loans funded with HOME funds, property must meet all property standards as identified in 24 CFR 92.251 and each major system must have a remaining useful life of a minimum of 5 years. The Housing Rehabilitation Specialist/Inspector will utilize a comprehensive checklist to ensure property meets all standards of the funding.

The HQS inspection should not be confused with a home inspection and may not be relied upon by the Borrower. The City does not provide a home inspection for the Applicant. The City recommends that the Applicant safeguard their investment by hiring a certified home inspector to provide an objective written report of the condition of the home's systems as they appear and operate at the time of the inspection.

3. Comply with all locally adopted standards at the time of purchase. Locally adopted standards include, but are not limited to: the 2007 editions of the Uniform Building Code (U.B.C.), Uniform Mechanical Code (U.M.C.), Uniform Plumbing Code (U.P.C.), the National Electrical Code (N.E.C.), the California Building Code (C.B.C.), and Title 8 of the Turlock Municipal Code, less exceptions.
4. Must meet the accessibility requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973.
5. In the event that the home does not meet the requirements as described above and CalHome funds are used as secondary financing, the home may be eligible under the following conditions;
 - a. Funds must be used for both acquisition and rehabilitation. Funds may not be used for only rehabilitation
 - b. Combined Secondary Financing and Rehabilitation loan cannot exceed 105% CLTV.
 - c. Rehabilitation Specialist will provide list of repairs
 - d. Work must start no later than 30 days after purchase.
 - e. Must be done by a California licensed contractor
 - f. Work is allowable to the extent that it replaces or repairs items necessary to make a property habitable and usable.

See Rehabilitation Policies and Procedures for detailed information regarding the rehabilitation process.

8-E. Lead Based Paint (LBP)

Section 8 – Application and Delivery Process

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

43

All units assisted by the City must comply with part 35 of title 24 of the Code of Federal Regulations (24 CFR Part 35)⁹ implementing Lead-Based Paint regulations which include the HUD final regulation known as the Lead Safe Housing Rule effective 9/15/00 and the HUD/Environmental Protection Agency (EPA) Lead-based paint disclosure rule issued in 1996. The purpose of the Lead Safe Housing Rule is to protect young children from lead-based paint hazards in housing that is receiving federal assistance. It applies only to housing that was built before 1978; in that year, lead-based paint was banned nationwide for consumer use.

The program is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, M and R of this title.

All housing units built prior to 1978 and utilizing City funds under this Program are subject to the following requirements:

1. Notification

- a. All Applicants for the FTHB Program are provided with a notification of the dangers of lead-based paint. This notification takes the form of an EPA-approved lead hazard information pamphlet entitled "Protect your Family from Lead in Your HOME" (EPA -747-K-94-001) or an equivalent pamphlet that has been approved by the EPA. The Lead-based paint notification shall be available in English, Spanish and other languages as offered through HUD and the EPA. The brochure can be down loaded from the HUD website at <http://www.hud.gov/offices/lead/healthyhomes/lead.cfm>.

2. Lead-based Paint exposure- Properties Constructed prior to 1978

- a. A residential property built prior to 1978 may present exposure to lead from lead based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women.
- b. All housing units constructed prior to 1978 and utilizing City funds under this Program are subject to additional regulations to control lead-based paint hazards and must be inspected by a certified lead-base paint inspector, for defective paint. If any defective paint is discovered during the inspection, the seller and buyer shall be notified, and the unit shall automatically be ineligible for assistance, unless the defective paint is abated.
- c. All remediation shall be completed in compliance with the practices recommended by the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA) and in 24 CFR 35.1345 Occupant protection and worksite preparation.

⁹ The 24 CFR Part 35 regulation implements sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992. Sections 1012 and 1013 amend the Lead-Based Paint Poisoning Prevention Act of 1971.

After remediation, a certification by a certified lead based paint inspector shall be provided to the City of Turlock, the seller, and the buyer that no defective paint remains in the unit. Such certification shall then make the unit eligible for assistance.

3. Consumer Information Resources

For information on lead hazards and prevention contact the National Lead Information Center (NLIC) Hotline at 1(800) 424-LEAD [5323] or their website at <http://www.epa.gov/oppt/lead/>. NLIC provides the general public and professionals with information about lead hazards and their prevention.

8-F. Environmental Review

1. The environmental effects of activities carried out with State and Federal funds must be assessed in accordance with the provisions of the National Environmental Policy Act (NEPA).
2. The City shall conduct said environmental review in accordance with 24 CFR Part 58.
3. The environmental effects of activities carried out with ~~City or State RDA~~ funds must be assessed in accordance with the provision of the California Environmental Quality Act (CEQA).

8-G. Homebuyer Education Requirement

Homebuyer Education Course is required by all homebuyers on title receiving a FTHB loan. The course must be provided by the City of Turlock or a selected agency. A copy of the certificate of completion of the 8 hour homebuyer education course must be submitted to the City. See Exhibit "D" for Homebuyer Education Curriculum.

The topics must include:

1. Preparing for homeownership
2. Available financing and credit analysis
3. Loan closing and homebuyer responsibilities
4. Home maintenance and loan servicing

8-H Mortgage Assistance Limit

See Exhibit "B"

8-I. Transfer of FTHB Mortgage

The City's FTHB loan is not transferable with the exception of CalHome funded loans. See CalHome section 2-F (page 9) for more information.

8-J. Transfer of FTHB Application to Substitute Lender

Section 8 – Application and Delivery Process

City of Turlock FTHB Program Policies and Procedures Manual
Updated: 9-11-2012

45

1. If a Borrower decides to change from one Lender to another after a FTHB Pre-approval has been issued, the City will honor the original expiration date as long as no information has changed and the new Lender will comply with all regulations and time frames as required by loan and program.
2. The FTHB Pre-approval will be re-issued to the Borrower with the same original expiration date. The expiration date will not be extended without a formal request.

8-K. Pre-approval Letter from City

Upon completion of a full application and documentation, the qualifying Borrower will receive a Pre-approval letter from the City. This letter will only be good for 90 days from date of issuance. Specific timeframes for contracts and closings will be noted in the letter.

8-L. Changing Properties During the FTHB Second Application Process

1. If a Borrower has a pending FTHB Application and changes the property he/she is purchasing, the Borrower must submit a new purchase contract and all information which the City has determined necessary for reconsideration.

8-M. Resubmittal of FTHB Second Application Returned or Rejected

If a FTHB Application has been returned or denied by the City, any resubmission, must include all information which the City has determined necessary for reconsideration.

8-N. Changes Prior To Closing

1. The Lender must immediately notify the City in writing of any change in the circumstances upon which the FTHB Pre-approval was issued. These changes may require re-certification of eligibility of the Borrower.
3. If changes to the circumstances upon which the FTHB Pre-approval was issued result in the Borrower or the Property not longer meeting the FTHB Program requirements, the FTHB Pre-approval will be revoked.
4. Eligibility of Borrower for a FTHB Second is based upon the Borrower's current and projected income. The City will issue the FTHB Pre-approval based on facts verified as of the date the FTHB Pre-approval is issued. The income verified for commitment is valid as long as the loan closes within 90 days of the date of the FTHB Pre-approval and there are no additional sources of income that were not previously reported.

Any added source of Income received after the issuance of the FTHB Pre-approval but prior to closing must be verified by the City and the Borrower's continued eligibility under the FTHB Program income limits must be confirmed and reported to the City.

7. Any changes in home ownership status, acquisition or rehabilitation cost and amount of mortgage loan after issuance of commitment and prior to closing must also be reported to the City.
 - a. If the Borrower acquires a present ownership interest in a principal residence prior to loan closing, the FTHB Pre-approval shall be revoked.

Section 8 – Application and Delivery Process

City of Turlock FTHB Program Policies and Procedures Manual

Updated: 9-11-2012

46

- b. If the total acquisition cost of the residence purchased in connection with the FTHB Second increases so as to exceed the purchase price limitations set forth herein, the FTHB Pre-approval shall be revoked.

8-O. Conflict of Interest

No FTHB Program mortgage shall be issued to any person or the immediate family of any person who is in a decision-making position relative to the FTHB Program which includes but is not limited to the staff of the City.

9. First Time Homebuyer Mortgage Loan Servicing by City (for all funding sources)

9-A. Overview

These loan servicing policies and procedures are intended to preserve the City's financial interest in properties purchased with funding through the First Time Homebuyer Program.

9-B. Payment of Property Taxes and Insurance

1. Borrower must maintain property insurance coverage naming the City as loss payee when in first position or additional insured if the loan is a second mortgage. If borrower fails to maintain the necessary insurance, the City will contact the Borrower reminding them of the insurance requirement. The Borrower will have 30 days to provide proof of insurance. If verification of insurance is not received, the City may call the loan due.
2. If the Borrower fails to maintain required hazard insurance (including flood insurance if the property is located within a 100-year floodplain) the City may take out a "forced place" insurance policy to cover the property. City shall obtain a judgment for any amounts expended by City under this section, and shall record a judgment lien against the property. The City of Turlock is currently not designated in a flood zone.
3. Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes, ~~then~~ the City may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the City encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

9-C. Owner-Occupancy

1. The Borrower shall be required to complete and submit an Annual Occupancy Certification yearly. Such report shall include the following:
 - a. Evidence of Borrower's occupancy of the Property as Borrower's principal place of residence;
 - b. Evidence of payment of property taxes and hazard insurance.
 - c. Other information reasonably required by the City.

9-D Required Noticing and Restrictions on Any Changes of Title or Occupancy:

1. In all cases where there is a change in title or occupancy or use, the Borrower must notify the City in writing of any change. City and borrower will work together to ensure the property is kept in compliance with the original First Time Homebuyer program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding

a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction.

2. Change from ownership occurs at a sale, the loan is not assumable and the loan balance is immediately due and payable in full.
3. If a transfer of the property occurs through inheritance, property can only be transferred to the spouse (as owner-occupant) who must reside at the home as the primary residence. All such changes are subject to the review and approval of the City's Loan Committee. Any other transfer is not permissible and loan will be due in full. In the event that the heir is not a spouse, the heir will not be provided the opportunity to assume the loan. If the heir intends to occupy the property and is low income, the City will work with the heir to qualify for a new primary loan to pay off the existing loan(s) and obtain a new down payment assistance loan. If the heir is a non-income eligible family, the balance of the loan is due and payable in full. If the heir intends to act as an owner-investor, the balance of the loan is due and payable in full. All such changes are subject to the review and approval of the City's Loan Committee.
4. Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.
5. Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the City allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

9-E. Subordination

1. If the Borrower wishes to refinance any superior loans, the Borrower must submit a Request for Subordination to the City. Subordinations will be granted only under the following conditions:
 - a. "No cash-out" allowed. Cash out means there are no additional charges on the transaction above existing loan balance and escrow closing fees.
 - b. No third party debt pay-offs or additional encumbrance on the property above traditional refinance transaction costs.
 - c. Should lower the families housing cost with a lower interest rate
 - d. Refinancing for a shorter term will be permitted as long as the increase in housing costs do not exceed allowable back and front end ratios.
 - e. Total indebtedness secured by the property may not exceed the current market value of the property. In cases of economic crisis the subordination request will be approved on a case by case basis.

2. The City Loan Committee will review and approve or deny the Request for Subordination and, if approved, the escrow company will provide the proper subordination documentation, including a new Request for Notice of Default for the City, for execution and recordation by the Lender.

9-F. Demand/Pay-off

1. Upon receiving a Notice of Demand/Pay-off, City's Housing Program Services Division shall calculate the amount of principal and interest due, and transmit the payoff amount to the requesting party.
2. Upon receipt of all due principal and interest, City shall reconvey the FTHB mortgage deed of trust.

9-G. Request for Notice of Default

1. The City may record a Request for Notice of Default for each lien senior to the City's FTHB mortgage.
 - a. When the City's loan is in second position behind an existing first mortgage, it ~~is~~ may require the title company handling the home loan purchase, ~~to~~ prepare and record a "Request for Notice of Default" for each senior lien in front of City's loan. This document notifies the City of any ~~foreclosure action by a~~ senior lien holder listed in the notice, ~~of a foreclosure action~~. The City will then have time to contact the Borrower and assist them in bringing the first loan current. The City can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved.

9-H. Foreclosure by Senior Lien Holder

1. Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.
2. When a senior lien holder starts a foreclosure process and the City is notified via a Request for Notice of Default, the City, who is the junior lien holder, may cancel the foreclosure proceedings by "reinstating" the senior lien holder. The reinstatement amount or payoff amount must be obtained by contacting the senior lien holder. This amount will include all delinquent payments, late charges and fees to date. City must confer with Borrower to determine if, upon paying the senior lien holder current, the Borrower can provide future payments. If this is the case then the City may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note. This action will be submitted to the loan committee for review and approval.
3. If the City determines, based on information on the reinstatement amount and status of borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lien holder in total and restructure the debt such that the unit is made affordable to the Borrower. If

the City does not have sufficient funds to pay the senior lien holder in full, then they may choose to cure the senior lien holder and foreclose on the property themselves. As long as there is sufficient value in the property, the City can afford to pay for the foreclosure process and pay off the senior lien holder and retain some or all of their investment. This action will be submitted to the loan committee for review and approval.

4. If the City decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the City fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the City determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the City's lien may be eliminated due to insufficient sales proceeds.

9-I. Recapture Provision

1. The Recapture provision applies only to HOME and NSP funds.
 - a. When a loan is refinanced or the property is sold or the Applicant is no longer the principal resident or upon discovery of willful misrepresentation or fraud in connection with the program the money from the FTHB Program loan is instantly repayable as stipulated through the deed restriction.
 - b. The seller is entitled to a fair rate of return on his investment, including any documented improvements to the property.
2. The affordability period for funds depends on the amount of the City HOME and NSP investment in the property subject to recapture and the nature of the activity. If the FTHB HOME and NSP assistance is over \$40,000, then the affordability period is 15 years. Payments and payoffs that meet the affordability requirements are returned as Program Income to the city. Payments and payoffs that do not meet the affordability requirements are returned as Recaptured funds to the city.
3. The City imposes recapture requirements to recapture the entire amount of the City HOME and NSP investment from the homeowner, to ensure affordability. However, when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the City HOME and NSP investment due, the city can only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than City HOME and NSP funds) and any closing costs.
4. If the net proceeds are not sufficient to recapture the full City HOME and NSP investment plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, the City will share the net proceeds. The net proceeds are the sales price minus loan repayment (other than City HOME and NSP funds) and closing costs. The net proceeds will be divided proportionally as set forth in the following mathematical formulas.

$\frac{\text{City HOME and NSP investment}}{(\text{City HOME and NSP investment} + \text{homeowner investment})} \times \text{Net proceeds} = \text{City HOME and NSP amount to be recaptured}$

$\frac{\text{Homeowner investment}}{(\text{City HOME and NSP investment} + \text{homeowner investment})} \times \text{Net proceeds} = \text{amount to homeowner}$

9-J. Foreclosure by City

1. When the City is in first position on a fully amortized loan as a senior lien holder and or the end of the deferment period, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the City may consider foreclosure. City's staff will consider the following factors before initiating foreclosure:
 - a. Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
 - b. Can the Borrower refinance with a private lender and pay off the City?
 - c. Can the Borrower sell the property and pay off the City?
 - d. Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
 - e. Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?
2. If the balance is substantial and all of the above factors have been considered, the City may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the City to prevent foreclosure (such as, funds to bring a delinquent loan current or pay off a Deferred Payment Loan).
3. At the end of thirty days, the City will contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the City of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the City informed of the progress of the foreclosure proceedings.
4. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the City could sell the home themselves under a homebuyer program, use it for an affordable rental property, use it for transitional housing facility or other eligible use.
5. Foreclosures are subject to the review and approval of the City Council.

9-K. Use of Third Party Agent

Portions or all of the FTHB Program loan servicing shall be performed by City or, at City's option and shall be performed by a third party under contract with City.

9-L. Loan-to-Value Limits

1. The loan-to-value (LTV) ratio for a City loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100% (down payment assistance only) or 105% (CalHome Secondary Financing with Rehabilitation Program assistance) of the sales price plus a maximum of up to 5% of the sales price to cover closing costs.

9-M. Borrower Contribution

1. ~~Three~~Five Thousand dollars (\$~~53~~,000) shall be required of an eligible Borrower to be used towards the purchase of the property in order to receive funds under this Program. Funds cannot be borrowed, gifted or granted by seller or any other party. Proof of required down payment must be provided when application is taken. Funds can be used for the following:
 - a. Additional down payment
 - b. Closing Costs
 - c. Inspection costs
2. ~~If total funds contributed by buyer do not add up to \$3,000, the difference must be paid to the City, which will be used as a principal payment to the loan.~~

9-N. First Mortgage Underwriting Requirements

1. In addition to the first mortgage requirements of the primary lender, the following FTHB Program requirements shall also to apply to first mortgages issued in conjunction with a FTHB mortgage:
 - a. Borrower shall obtain the maximum first mortgage loan with a term and interest rate from a mortgage lender consistent with affordable housing costs as defined in herein.
 - ~~b.~~ b. First mortgage loans shall not include provisions for negative amortization, principal increases, adjustable rate mortgages (ARM), balloon payments, deferred interest or temporary buy downs.
 - c. City staff will evaluate current housing and overall debt for the Borrower, including monthly expenses, assets or cash reserves and appropriateness of assistance.
 - ~~d.~~ e. Front End Ratio:
 - 1) For purposes of qualifying Borrower for a first mortgage, and as defined herein means the ratio between monthly household income and monthly housing cost, including first mortgage principal, interest, taxes and insurance.

2) This ratio shall ~~not exceed~~ be a minimum of thirty-five percent (35%).

Commented [JF4]: Updated verbiage from maximum of 35% to minimum of 35% to allow the Borrower to go over the front-end ratio as long as back-end ratio does not exceed 46%.

ed. Back End Ratio:

1) For purposes of qualifying Borrower for a first mortgage, and as defined herein means the ratio between monthly household income and monthly housing costs plus all payments on long-term installment debt.

2) This ratio shall not exceed ~~forty-one~~ forty-six percent (~~38~~ 46%).

Commented [JF5]: Updated to maximum of 46% to allow the Borrower more flexibility in purchasing power.

fe. Credit Worthiness Criteria

1) For purposes of qualifying Borrower for a first mortgage, credit worthiness criteria shall be:

- a. No late payments within the 12 months prior to 1-year from date of applying.
- b. No outstanding judgments or liens.
- c. Outstanding collections may be paid out of closing not to be included as part of required down payment or from City funds.
- d. Bankruptcy date of discharge must have been a minimum of two years from date of application ~~discharge~~ with no additional collections.
- e. Foreclosure must have been a minimum of three years prior to the date of application ~~from date of sale~~.

9-O. Appraisal

1. Prior to close of escrow an appraisal must be obtained which meets the following requirements:

- a. The appraisal shall be prepared by a state-licensed residential property appraiser;
- b. The appraisal shall use the sales of comparable properties approach to determine value; and
- c. Maximum appraised home values at time of purchase shall not exceed the purchase price/value limits set forth in Section 7-F above established by the State of California Department of Housing and Community Development in the Notice of Funding Availability (NOFA) and as set forth above in this section. The maximum appraised home values will be based on the applicable NOFA and HUD.
- d. In the event the property is being acquired using CalHome Secondary Financing with Rehabilitation Program funds the following requirements must be met:
 - a. Purchase price may not exceed the "as is" value established by the licensed appraiser.
 - b. Necessary rehabilitation work must be noted by the appraiser.

- c. Appraiser may use a single appraisal to show both values and sign off on the completed work or the appraiser may use two separate appraisals, with the second one issued after completion of the work.
- d. The combined loan to after rehabilitation value cannot exceed 105%
- e. The after rehabilitation value may not exceed the median sales price for limits.

9-P. Cash-Out of Escrow

- 1. Borrowers may not receive cash out of escrow from any loan package containing City financing. ~~Exceptions may be made with 203K loans with Loan Committee approval and proper documentation from lender. The CalHome Secondary Financing with Rehabilitation Program loan will be the first option before a 203K loan will be considered.~~

9-Q. Title Insurance

- 1. The Borrower shall provide City with an ALTA lenders title insurance policy in the amount of the City loan at Borrower's expense.

9-R. Hazard Insurance

- 1. Borrower must provide and maintain fire and flood (if the property is located in a 100 year floodplain) insurance in an amount at least equal to the replacement value of the improvements.
- 2. City must be named as an additional loss payee on the policy.

10. Federal Regulatory Provisions

(for all funding sources)

10-A. Conflict of Interest

In accordance with Federal and State regulations no person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Turlock who exercise or have exercised any functions or responsibilities with respect to CalHome, PLHA, CDBG, HOME, or NSP assisted activities under this Program, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from this activity, or have a financial interest in any contract, subcontract, or agreement with respect to this activity, or with respect to the proceeds of the this activity, either for themselves or those with whom they have business or immediate family ties, during their tenure with the City or for one year thereafter.

10-B. Fair Housing and Non-Discrimination

Implementation of the First Time Home Buyers Program will be consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with state and federal funds on the basis of religion or religious affiliation, age, race, color, creed, gender (sex), sexual orientation, marital status, familial status (children), physical or mental disability, veteran status, national origin, or ancestry, or other arbitrary cause.

The City shall comply will all Federal and State Laws and Regulations pertaining to fair housing and equal opportunity including but not limited to the following references.

- Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.) The provisions for HUD programs may be found in 24 CFR Part 1.
- Section 109 of the Housing and Community Development Act of 1974
- Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101). Regulations found at 24 CFR Part 146.
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disability Act (ADA) (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225).
- Equal Employment Opportunity (Executive Order 11246, as amended) Implementing regulations may be found at 41 CFR Part 60.
- Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259). Regulations may be found in 24 CFR Part 107.
- Title VIII of the Civil Rights Act of 1968, As Amended by the Fair Housing Amendments Act of 1988 (The Fair Housing Act).
- Fair Housing Act (42 U.S.C. 3601-3620) Fair Housing Act implementing regulations for HUD programs may be found in 24 CFR Part 100-115.
- The California Fair Employment and Housing Act.
- The California Unruh Civil Rights Act.

10-C. Relocation of Displaced Tenants

Section 10 – Federal Regulatory Provisions

City of Turlock FTHB Program Policies and Procedures Manual

Updated: 9-11-2012

56

1. Eligible properties purchased with funds under this Program must be owner-occupied, sold to existing tenants or vacant for four (4) months or longer in order to avoid displacing tenant households. It is not anticipated that the implementation of this Program will result in the displacement of any person, household or family.
2. All assisted units must comply with the Code of Federal Regulations (49 CFR Part 24) "Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended" and Section 104(d). This means that any person "displaced" as a result of the property being acquired with Federal funds is eligible for relocation assistance. As all assisted units under the City's FTHB Program must be vacant, owner-occupied, or occupied by the tenant making the purchase. No one shall be displaced as a result of the FTHB Program therefore URA or Section 104(d) will not be invoked.
3. Relocation assistance under the URA is not available to existing tenants displaced as a result of a sale assisted with City funds.

11. Exhibits

- A. 24 CFR Part 5 Annual Income Inclusions and Exclusions
- B. Maximum Loan Amount
- C. Income Limits
- D. Homebuyer Education Curriculum

EXHIBIT "A"

24 CFR PART 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the Code of Federal Regulations.

	General Category	Statement from 24 CFR 5.609 (b) - April 1, 2008
1.	Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2.	Business Income	Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness cannot be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3.	Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4.	Retirement & Insurance Income	The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided in number 14 of Income Exclusions).
5.	Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in number 3 of Income Exclusions).
6.	Welfare Assistance	Welfare Assistance payments. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; (B) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph is the amount resulting from one application of the percentage.
7.	Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8.	Armed Forces Income	All regular pay, special day and allowances of a member of the Armed Forces (except as provided in number 7 of Income Exclusions).
9.	Section 8 Programs	For section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 et seq.), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph, "financial assistance" does not include loan proceeds for the purpose of determining income.

EXHIBIT "A"**Part 5 exclusions**

This table presents the Part 5 income exclusions as stated in the Code of Federal Regulations.

	General Category	Statement from 24 CFR 5.609 (c) - April 1, 2008
1.	Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2.	Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3.	Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in number 5 of Income Inclusions).
4.	Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5.	Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6.	Student Financial Aid	Subject to number 9 on income inclusions, the full amount of student financial assistance paid directly to the student or to the educational institution.
7.	"Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8.	Self-Sufficiency Program Income	(A) Amounts received under training programs funded by HUD. (B) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). (C) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and that are made solely to allow participation in a specific program. (D) Amounts received under a resident service stipend (as defined in 24 CFR 5.609(c)(8)(iv)). (E) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
9.	Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
10.	Reparation Payments	Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
11.	Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
12.	Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
13.	[Reserved]	
14.	Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15.	Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16.	Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home; or
17.	Other Federal Exclusions	Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions of 24 CFR 5.609(c) apply.

EXHIBIT "B"

Maximum Loan Amounts
City of Turlock First Time Home Buyers Program

Funding Source	Maximum Loan Amount	Notes
CalHome	Acquisition- 40% of Sale Price of home with a maximum limit of \$50,000. <u>If need exceeds \$50,000, additional funding sources may be combined to a maximum of \$100,000.</u> <u>Acquisition and Rehabilitation- Maximum of \$60,000 must use for both acquisition and rehabilitation.</u> <u>This limit includes assistance from single or multiple city funding sources.</u>	CalHome loans shall not exceed the maximum loan amount published in the corresponding Notice of Funding Availability (NOFA), if not published in the NOFA, or when considered with other available financing and assistance, the minimum amount necessary to: Ensure affordable monthly housing costs as defined by the first mortgage lender (the first lender shall make the largest first loan possible given the ability of the Borrower to repay in order to keep the CalHome loan amount at the minimum amount necessary).
CDBG	<u>20% of Sale Price of home with a maximum limit of \$25,000. Maximum loan amount of \$100,000.</u> <u>Must be combined with other funding sources for a total of 40% of Sale Price of home with a maximum limit of \$50,000. This limit includes assistance from single or multiple city funding sources.</u>	
HOME	<u>Maximum loan amount of \$100,000. 40% of Sale Price of home with a maximum limit of \$50,000.</u> <u>This limit includes assistance from single or multiple city funding sources.</u>	The maximum amount of a HOME loan may not exceed the per-unit limits established under section 221(d)(3) of the National Housing Act as annually adjusted for bedroom size. These limits are available from the HUD Field Office. (Maximum per-unit subsidy amount and subsidy layering 92.250)
NSP	<u>20% of Sale Price of home with a maximum limit of \$25,000. If need exceeds \$25,000, additional funding sources may be combined up to a maximum of \$100,000.</u> <u>Can be combined with other funding sources for a total of 40% of Sale Price of home with a maximum limit of \$50,000. This limit includes assistance from single or multiple city funding sources.</u>	

<u>PLHA</u>	<u>Maximum loan amount of \$100,000.</u>	
-------------	--	--

These Maximum Loan Amounts are subject to change with City Council's approval or delegation to the Housing Program Services Division's Loan Committee or Funding Regulation changes.

Updated: ~~2013~~2025

EXHIBIT "C"

CITY OF TURLOCK

Income Limits

PERCENTAGE OF MEDIAN INCOME
STANISLAUS COUNTY

Total household income cannot exceed the limits listed below, based on household size.

Limit below applies to: CDBG, CalHome, HOME	
Number in Household	LOW/MODERATE Not greater than 80%
1	\$ 33,050 <u>55,200</u>
2	\$ 37,750 <u>63,050</u>
3	\$ 42,450 <u>70,950</u>
4	\$ 47,150 <u>78,800</u>
5	\$ 50,950 <u>85,150</u>
6	\$ 54,700 <u>91,450</u>
7	\$ 58,500 <u>97,750</u>
8	\$ 62,250 <u>104,050</u>

HUD ~~Dec-2013~~Effective June 2025

(Limits updated annually by HUD)

HOMEBUYER EDUCATION CURRICULUM

The 8 hour Homebuyer Education Course is required by all homebuyers on title receiving a FTHB loan. The course must be provided by the City of Turlock or a selected agency. A copy of the certificate of completion of the homebuyer education course must be submitted to the City. The following is a sample of an 8 hour course but may vary from agency to agency.

Lesson: **Are you Ready to Buy a Home?**

Owning a home is not for everyone. Some people do not want the responsibility. Some people do not want to change their spending habits in order to make monthly payments on a home.

Objectives:

- The advantages & disadvantages of owning a home.
- Setting goals
- How to budget & save
- How much you can afford to pay for a home
- The importance of good credit when you try to borrow money
- How to find the right house in the right neighborhood.
- How to make an offer
- The steps to getting a loan
- How you can maintain and protect your home after you move in

Lesson: **Budgeting and Credit**

If we set realistic goals, then budgeting, that plain old everyday chore, can bring us one step closer to our dreams.

Objectives:

- Knowing where your money goes
- Setting goals
- Budgeting to meet your goals
- Cutting costs and finding ways to save
- Planning, so that unexpected expenses are less of a threat
- Understanding credit and protecting your credit rating
- Fixing credit problems

Lesson: **Shopping for a Home**

Buying a home is a complicated process. The sale of property is controlled by federal, state, and local laws. The purchase requires a legal contract between buyer and seller. Long term financing through a bank or mortgage company is standard and there are at least five different kinds of insurance involved in the average home purchase

Lesson: **Getting a Mortgage**

Getting a mortgage is more complicated than applying for a credit card or buying a car. This section will help you understand the steps involved in getting a mortgage loan.

Objectives:

- How a lender decided whether or not to give you a mortgage loan
- Calculating how much you can borrow
- Who makes mortgage loans
- The different types of loans that are available
- Shopping for the best loan
- The loan application

- The loan approval process
- What to expect at closing.

Lesson: **Keeping Your Home and Managing Your Finance**

A home is one of the biggest investments a person will ever make. This class is designed to help you take care of your home and take care of your finances so you can continue to enjoy home ownership for many years.

Objectives:

- Making your home safe and energy efficient
- Keeping your home in good repair
- Deciding when and how to remodel
- Getting involved in the life of your neighborhood
- Protecting your investment
- Budgeting for home ownership
- Keeping records and paying taxes
- Understanding refinancing
- What to do if you cannot make your payments

Upon completion of the program a "Certificate of Completion" for the First Time Home Buyer's Program will be provided to the borrower. Certificate will vary from agency to agency. A copy of the Certification must be provided to the City.

City Council Staff Report

July 8, 2025



From: Adrienne Werner, Development Services Director
Prepared by: Jennifer Figueroa, Housing Program Manager
Agendized by: Susan E. Borrego, Interim City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the Interim City Manager to sign up to \$100,000 for first-time homebuyer loans and housing rehabilitation loans.

2. DISCUSSION OF ISSUE:

The Housing Division administers a First-Time Homebuyer Program and a Housing Rehabilitation Program to support low- and moderate-income individuals and families. The First-Time Homebuyer Program provides down payment assistance to income-eligible applicants, while the Housing Rehabilitation Program offers low-interest loans to income-qualified homeowners and eligible investors to help preserve and improve housing conditions. These programs are funded through various state and federal sources.

All Housing Division program loans are submitted to the Loan Committee for review and approval based on financial data. Once approved by the Loan Committee, the City Manager is authorized to execute all necessary documents to finalize loans of up to \$100,000.

Currently, the City of Turlock (City) has an Interim City Manager. In accordance with Municipal Code 2-7-08(f), the Interim City Manager is authorized to enter into contracts up to \$25,000. This limitation presents potential challenges for the administration of the First-Time Homebuyer Program. Applicants must secure a primary loan with a locked interest rate, typically valid for only 30 days. If approval of the City's down payment assistance is delayed, and the terms of the primary loan change, the City's loan would need to be revised and reprocessed under the new terms. This could result in the prospective homeowner losing the opportunity to purchase their desired property.

Similar timing concerns exist with the Housing Rehabilitation Program. Once project bids are received and the lowest qualified bid is selected, the loan is presented to the Loan Committee for review and approval. Bids are generally valid for 90 days; delays in the approval process could cause the bid prices to expire, requiring the bidding process to start over, leading to increased costs and inefficiencies.

Additionally, both programs must comply with regulations protecting Personally Identifiable Information (PII). PII includes any data that can be used to identify, contact, or locate an individual, or to identify an individual in context. As a result, any loan documents presented to the City Council (Council) for consideration must exclude personal details about the applicant. Only general information, such as the loan amount and project scope, may be disclosed in a public setting.

3. BASIS OF RECOMMENDATION:

This item before Council seeks to authorize the Interim City Manager to execute first-time homebuyer and rehabilitation loan documents for amounts up to \$100,000. This delegation is necessary due to the limited turnaround time required for such projects and to ensure the protection of the applicant's personal information, as mandated by applicable regulations.

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact as loans will be funded out of various Housing Division funding sources in accordance with the Fiscal Year 2025-2026 adopted budget for each fund.

5. STAFF RECOMMENDATION:

Recommend approval.

6. CITY MANAGER COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

Pursuant to the California Environmental Quality Act (CEQA) Section 15378 (Projects) the action is not a project and therefore is exempt from the provisions of CEQA. All properties proposed to be purchased and/or rehabilitated under this authority shall be reviewed for compliance with the National Environmental Policy Act (NEPA).

8. ALTERNATIVES:

1. Council may choose to deny authorization for the Interim City Manager to execute agreements up to \$100,000 for first-time homebuyer loans and housing rehabilitation loans. This alternative is not recommended as it could result in the loss of homeownership opportunities for first-time homebuyers if loan approvals are delayed and delays in approving housing rehabilitation loans may require projects to be rebid, leading to increased costs and inefficiencies. Additionally, due to regulations surrounding PII, the necessary applicant details cannot be presented in a public forum.

9. ATTACHMENTS:

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF AUTHORIZING THE }
INTERIM CITY MANGER TO SIGN UP TO }
\$100,000 FOR FIRST-TIME HOMEBUYER LOANS }
AND HOUSING REHABILITATION LOANS }**

RESOLUTION NO. 2025-

WHEREAS, the City of Turlock Housing Division administers a First-Time Homebuyer Program and a Rehabilitation Program for low- and moderate-income individuals and families; and

WHEREAS, all program loans are presented to the Loan Committee for review and approval; and

WHEREAS, following the approval by the Loan Committee, the City Manager is authorized to execute all necessary documents to finalize the loan up to \$100,000; and

WHEREAS, the City of Turlock currently has an Interim City Manager who was appointed on April 8, 2025; and

WHEREAS, per Municipal Code 2-7-08(f), the Interim City Manager is authorized to enter into contracts up to \$25,000; and

WHEREAS, the Interim City Manager's current authorization limit of \$25,000 presents a challenge for the approval of first-time homebuyer loans and housing rehabilitation loans due to the turn-around time needed for first-time homebuyer loans and the timeline for contract bids for rehabilitation loans; and

WHEREAS, in addition, both first-time homebuyer loans and housing rehabilitation loans are subject to the protection of Personally Identifiable Information (PII), which refers to any information that can be used to identify, contact, or locate an individual, or to identify an individual in context and that information cannot be shared in a public forum and therefore, the necessary details cannot be presented to Council; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a resolution authorizing the Interim City Manager to sign up to \$100,000 for first-time homebuyer loans and housing rehabilitation loans.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of July, 2025, 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 Update

July 8th, 2025



From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Agendized by: Susan E. Borrego, Interim City Manager

Subject: Website, A/V, Recruitment, Email, M365

For June 2025, the Information Technology (IT) Department has the following to report:

Website

Revize is developing a mock-up design of the new website's homepage and subpages for review. A meeting has been scheduled with Revize in July to review the design and go over upcoming project deliverables. IT Staff are also consulting with a copywriter to get a proposal for services to update written content and navigation.

Audio/Video – City Council Chambers and Emergency Operations Center

IT Staff are reviewing vendor proposals specializing in Emergency Operations Center (EOC) and City Council Chamber systems.

Recruitment

The IT Department had a newly hired IT Technician start with the department on June 23rd. An IT Analyst I candidate is currently being processed with Human Relations.

Email Security Service Renewal

IT Staff continued to work with the City's current email security vendor to review their latest product offerings and submitted a renewal agreement for City Council approval at the June 24th, 2025 City Council Meeting.

Microsoft 365 Implementation

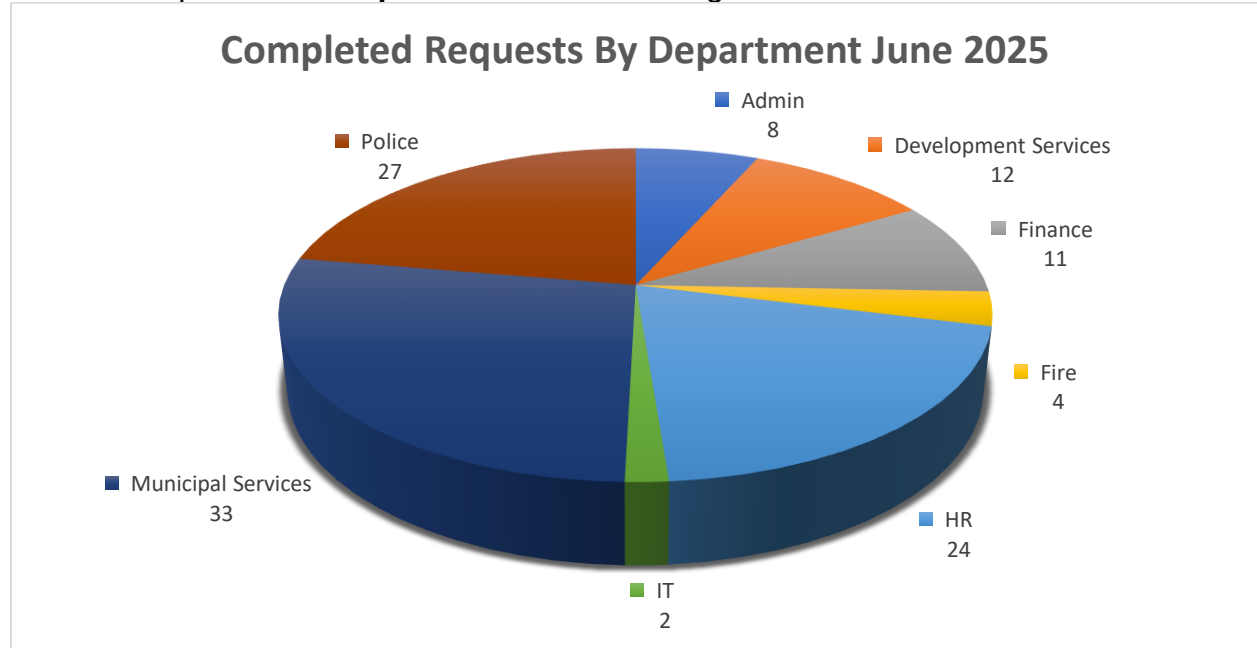
IT Staff received updated proposals for migrating email mailboxes to Microsoft 365 with support from a professional services provider. IT Staff have reviewed the proposal agreements and are working with legal on answering questions and receiving approval.

Fiscal Year Closing

IT Staff worked on all pending items related to purchasing to close out the fiscal year.

Completed IT Requests*

IT staff completed **121 requests** for service during June 2025.



*Resolved requests shown are estimated and do not include ad hoc phone and verbal requests or certain long-term projects.



Leadergov Training and Topic of the Month: Personality Assessment

Through the City of Turlock's partnership with Leadergov for professional learning and development, the IT Department scheduled two meetings through June to discuss current projects and internal support strategies to carry out the projects. IT Leadership/Management also met to discuss the department's overall vision and are working to develop a strategic plan. In addition, IT Staff were also assigned a DISC assessment this month to complete to enhance team effectiveness.

Career Opportunities

We are Hiring!



Career Opportunities

JOB TITLE	SALARY	DEADLINE
Accountant II	\$6,332.00 - \$7,697.00 Monthly	Continuous
Chief Building Official 	\$11,542.00 - \$14,030.00 Monthly	Continuous
Emergency Services Dispatcher I/II	\$5,993.00 - \$7,469.00 Monthly	Continuous
Firefighter	\$5,933.00 - \$7,211.00 Monthly	7/15/25 5:00 PM
Instrument and Control Technician, Senior 	\$7,258.00 - \$8,822.00 Monthly	7/1/2025 5:00 PM
Police Officer I/II 	\$6,558.00-\$9,229.00 Monthly	Continuous
Police Officer Trainee 	\$4,454.00-\$5,416.00 Monthly	Continuous
Water Treatment Plant Operator, Senior 	\$7,258.00 - \$8,822.00 Monthly	Continuous

*As of 06/27/2025

For more information, please visit www.cityofturlock.org

New Hires



Account Clerk I



Information Technology
Technician



Emergency Services
Dispatcher Trainee



Utilities Maintenance
Worker I

Promotions



Utilities Maintenance
Worker I



Emergency Services
Dispatcher, Lead

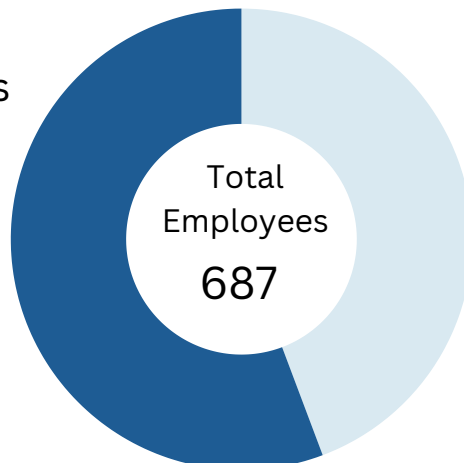


Emergency Services
Dispatcher, Lead

Staffing Data

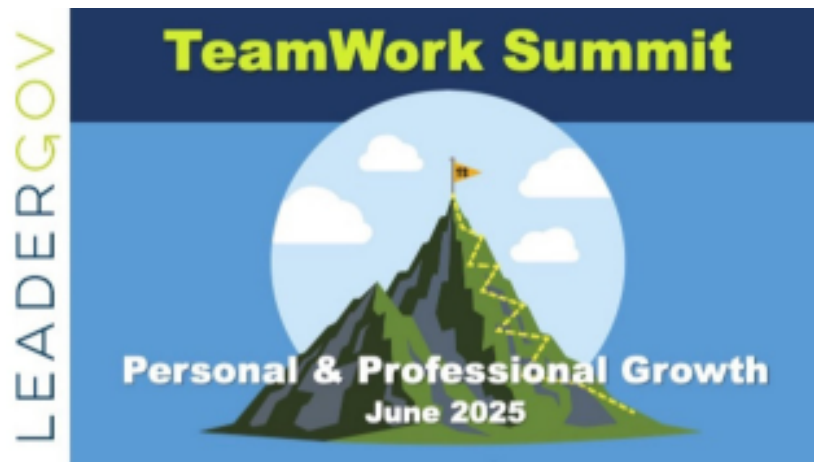
*As of 06/27/2025

Full-Time Employees
397



Part-Time Employees
290

LeaderGov Program Update



Our Human Relations Department recently participated in our fifth session of our ongoing LeaderGov Teamwork Summit workshop series. This latest workshop, titled Personal and Professional Growth, focused on helping our team strengthen essential skills, build trust, and continue growing both as individuals and as a department.

By investing in our staff's development, we're better equipped to support our employees and provide the highest level of service to our community.

Past Events



3rd Annual Ice Cream Social in
Honor of Public Service Week
Tuesday, June 17, 2025

New Events



UC Merced Career Fair
Thursday, September 25, 2025



Turlock Unified School District
College/Career Night
Monday, August 25, 2025

DEVELOPMENT SERVICES DEPARTMENT

JUNE 2025 - Monthly Report



BUILDING



The Development Services Department continues to strive to provide excellent customer service while ensuring the health, safety, enhancement, and prosperity of our community.



HOUSING



PLANNING



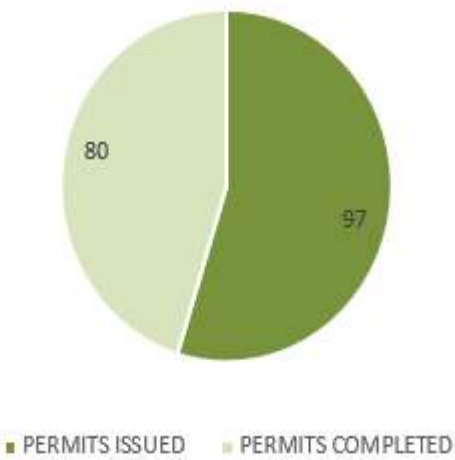
BUILDING DIVISION

BUILDING PERMITS APPLIED FOR

- MINOR REVIEW PROJECTS
- OVER THE COUNTER PROJECTS
- PLAN CHECK PROJECTS



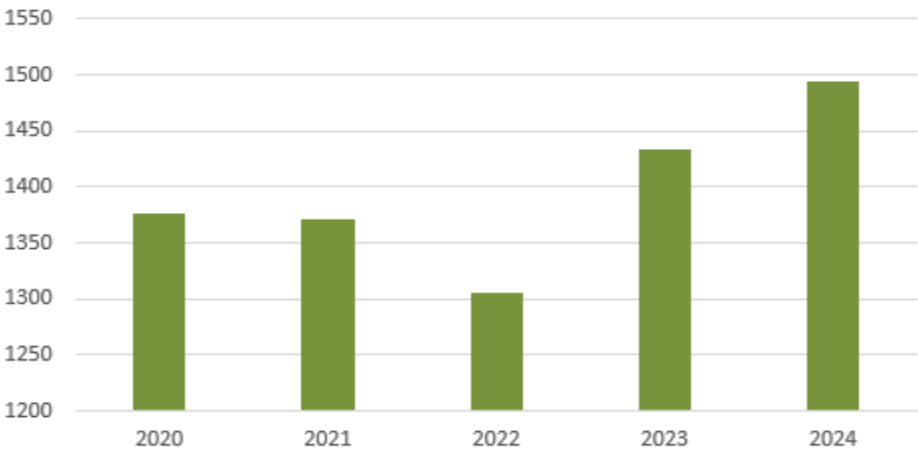
Permit Stats



Project Valuations June '24- Current



Number of Permits Issued



HOUSING DIVISION UPDATE



Staff sent out over 550 letters to potential contractors inviting them to be added to Housing's *Eligible Contractors List*.



Property Management and Tenant Selection policies and procedures was approved by Council on June 10, 2025.



Personally Identifiable Information (PII) policy and procedure was approved by Council on June 10, 2025.



Public Service Grants were awarded for the FY 2025-2026.



Bid process was initiated for rehabilitation on 3 City-owned properties.

HOUSING DIVISION FINANCIAL REPORT

Funds with HUD:

Prepared: 6/27/2025

Stanislaus Housing Consortium	
CHDO	259,546.65
Administrative Funds	841,307.79
HOME	4,982,890.13
	6,083,744.57
CDBG-CV	703,519.68
CDBG	914,527.21
HOME-ARP	
Administrative and Planning Funds	594,592.36
Home Activities Funds	4,531,689.15
	5,126,281.51

Notes: -Funds stated above do not reflect expenditures that have not been submitted for reimbursement.

Funds with California Department of Housing and Community Development:

Approved Permanent Local Housing Allocation (PLHA) pending Request for Funds	529,997.00
Permanent Local Housing Allocation (PLHA) pending application	469,237.00

Funds with City:

Stan County HOME Lead Consortium Fund 254	-
CDBG (with City) Fund 255	(230,739.93)
HOME Consortium Fund 256	179,908.91
State HOME Fund 257	
State Home Funds	2,792,975.37
Cal HOME Program	1,663,657.62
HEAP	91,053.02
	4,547,686.01
Housing Stimulus Fund 258	(58,742.29)
HOME-ARP Fund 259	(131,374.10)
PLHA-Permanent Local Housing Allocation Fund 260	480,601.11
Successor Agency - LMI Fund 625	1,984,603.52

TOTAL OF ALL FUNDS:	\$ 20,599,250.20
----------------------------	-------------------------

Notes:

Planning Projects

- An application (MAA 2025-03) was submitted for a design review of proposed improvements of the existing parking lot for Walmart located at 2111 Fulkerth Road.
- The applicant for a project (MDP 2025-11) located at 201 N. Walnut Road is proposing the construction of a new 2,598-square-foot bulk feed storage building. The project will include a fully enclosed structure for bulk feed storage, along with a one-way drive-through lane to facilitate customer pick-up.
- The Planning Division coordinated and hosted 2 Predevelopment meetings in June.

DEVELOPMENT



SERVICES DEPARTMENT

Business Permits Applied For

BUSINESS ADDRESS	BUSINESS TYPE	BUSINESS NAME
	HOME OCCUPATION PERMIT	TRUSTLINK LANGUAGE SERVICES
141 N CENTER ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	THE PINK DUCK
	HOME OCCUPATION PERMIT	VALLEY AUTOMOTIVE
	HOME OCCUPATION PERMIT	KM TRAILER AND TRUCK REPAIR
1862 COUNTRYSIDE DR	ZONING CERTIFICATE/OCCUPANCY INSPECTION	GNC
227 E MAIN ST	ZONING CERTIFICATE/OCCUPANCY INSPECTION	MODERN LIVING
	HOME OCCUPATION PERMIT	G & R APPERAL
	HOME OCCUPATION PERMIT	4T Ag Pro
	HOME OCCUPATION PERMIT	NINOOS AUTO GLASS
	HOME OCCUPATION PERMIT	Holly Grace Currie, LCSW
	HOME OCCUPATION PERMIT	GAVIN HARRIS
	HOME OCCUPATION PERMIT	Spot On Spray
415 E OLIVE AVE 2	ZONING CERTIFICATE/OCCUPANCY INSPECTION	EVOLVE SALON
	HOME OCCUPATION PERMIT	DECADES
881 N GOLDEN STATE BLVD	ZONING CERTIFICATE/OCCUPANCY INSPECTION	
962 W GLENWOOD AVE	ZONING CERTIFICATE/OCCUPANCY INSPECTION	ROLLING TIRE DEALS
986 W GLENWOOD AVE A	ZONING CERTIFICATE/OCCUPANCY INSPECTION	EL MIKES JR AUTO REPAIR



Staff has actively been participating in the Leadership Academy sessions and applying the skills and ideas into our day-to-day work.

Development Services – Building, Housing, Planning

Current Project List – July 3, 2025



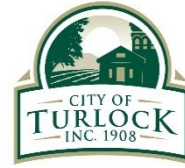
Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
REAP 2.0 Grant	Planning	July 2025	December 2026	Additional round of funding. Application due 8/15/2025. Reviewing regulations to identify qualifying projects.
TGM	Planning		January 2025	Currently with City Attorney.
Housing Element update	Planning	May 2021	September 2025	Planning staff and consultant currently working on letter in response to HCD's 4/30/25 comment letter being prepared to respond to HCD by June 3.
Zoning Ordinance Amendment – legal nonconforming uses	Planning & City Attorney	August 2024	December 2025	Need to finalize and coordinate with City Attorney
Zoning Ordinance Amendment – definitions & CUPs	Planning & City Attorney	September 2024	December 2025	Need to finalize coordinate and finalize with City Attorney
Zoning Ordinance Amendment – digital signs	Planning & City Attorney	January 2025	December 2025	Researching digital signs in other jurisdictions, current case law and drafting amendments.
Cannabis DA & Ordinance Amendments	Planning & City Attorney	September 2024	June 2026	First meeting with operators held 2/19 to get feedback on what is working and not working.
Promoting ADUs and permitting process	Planning/Building	October 2024	December 2025	Need to create brochures, video & other communications to better inform citizens about ADUs, and promote the pre-approved plans.
Omnibus - Zoning Ordinance Amendment & Clean-up	Planning	January 2025	December 2025	Reviewing and drafting the ordinance changes/clean-up that needs to be updated.
Update Predevelopment Meeting handout	Planning	December 2024	August 2025	Update information and post on website and advertise on social media
Tenant Improvement Tuesdays (Rapid Review)	Building	May 2023	September 2025	Working with local architects to refine the process & criteria. Getting handout/flyer ready. Need Communications to help get the word out

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
Occupancy Inspection	Building/Planning/Fire	February 2025	December 2025	Reviewing the occupancy process to clean-up redundancy with other departments and potentially streamline the process for new businesses
Hire Chief Building Official	Building			Second interview scheduled with candidate for 7/3/25
Hire Senior Building Inspector	Building	October 2024	September 2025	Updating job descriptions before going back out for recruitment
Hire Senior Plans Examiner	Building	November 2024	September 2025	Updating job descriptions before going back out for recruitment
AB 2234 Post-entitlement information posted to website	Building	September 2024	August 2025	Working to identify information required to be on website to comply with State law
Website – department/division specific	Building	March 2023		All divisions/departments working with I.T. and software applications
Permitting software	Building	August 2023	September 2025	Scheduled for 7/8/25 Council agenda
Reviewing and updating of Building Division handouts, brochures, policies, checklists and processes	Building	August 2024	October 2025	Staff is currently reviewing and updating
Re-classify staff analyst position	Development Services	July 2025	December 2025	
Finalizing the transfers of High Street, Vermont Avenue to USF	Housing	February 2024	June 2025	Finalizing signatures
Substantial amendment for CDBG \$400,000 from TGM	Housing	October 2024		Direction needed from CM and City Attorney
Review and update FTHB eligibility requirements	Housing	November 2024	August 2025	On July 8 th Council agenda
HOME-ARP NOFA	Housing	January 2024	September 2026	Consultant working to draft consortium wide RFP/call for projects. Need policies and procedures in place before.
HOME-ARP Policies & Procedures	Housing	October 2024	December 2025	Currently working on updating policies and procedures with consultant - Cloudburst
HOME Rehab Policies & Procedures	Housing		December 2025	Currently working on updating policies and procedures with consultant - Cloudburst
Transfer/sell remaining properties	Housing	November 2024	December 2026	Future Council agenda item.

Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
RFP to non-profits or FTHB for two Birchwood properties	Housing	August 2025	1 st Quarter 2026	Future Council agenda item
FTHB (lottery) for Shadow Park, Cody, Jason property	Housing	August 2025	1 st Quarter 2026	Future Council agenda item

Finance Department Monthly Report

July 8, 2025



From: Isaac Moreno, Finance Director
Prepared by: Isaac Moreno, Finance Director
Agendized by: Susan E. Borrego, Interim City Manager

Staffing – The Finance Department is currently in the process of filling the following positions:

Utility Billing: 1 - Account Clerk I
Accounting: 1 – Accountant II

Procurement Policy – Currently under final review with Finance staff and consultant.

Measure A Committee – Next Measure A meeting is on July 16, 2025.

Contracts Executed by City Manager – Please see table below for the executed contracts within the month of June 2025.

Utility Billing Division Report – Please see attached memorandum.

LEADERGOV Activities:

- All staff are working on developing goals and establishing benchmarks to complete task.



Projects:

User Fee Study – Kick off meeting with Clear Source was on June 26th.

Impact Fee Study – Pending completion of infrastructure master plan updates.

Enterprise and Internal Service Funds Reserve Policies – Reviewing draft and expect to adopt in the coming months.

Community Facilities District – Formation of this new CFD is expected to be completed brought to City Council in July 2025.

Interim City Manager Approved Contracts Up To \$25,000					
Contract Number	Vendor Name	Description	Compensation Amount Not to Exceed	Effective Date	Department
June					
2026-015	R3 CONSULTING GROUP, INC	SOLID WASTE FRANCHISE FEE STUDY	\$25,000.00	6/1/25	MUNICIPAL SERVICES
2025-212	OFFICIA IMAGING INC DBA MO-CAL OFFICE SOLUTIONS	RICOH IMC401F MA#23983 PAYROLL COLOR COPIER	\$89.30	4/1/25	ACCOUNTING
2025-202	VIKING SHRED	DOCUMENT DESTRUCTION SERVICES	\$25,000.00	6/1/25	ACCOUNTING
2025-209	CALLYO 2009 CORP	CALLYO 2009 CORP	\$3,540.00	6/1/2025	POLICE
2025-208	PERMITIUM, LLC	PERMITIUM, LLC	\$5,550.00	6/1/25	POLICE
2025-210	STATE OF CA 38 th DAA DBA STANISLAUS COUNTY FAIR	2025 FAIR BOOTH AGREEMENT	\$2,500.00	4/28/25	Transit
2025-184	RAFTELIS FINANCIAL CONSULTANTS	ASSESSMENT OF THE DEVELOPMENT REVIEW PROCESS	\$99,500.00 (Approved by Reagan Wilson on 3/31/25)	4/1/25	ADMIN



Angelica Gonsalves

FINANCIAL CUSTOMER SERVICE SUPERVISOR
agonsalves@turlock.ca.us

FINANCE DEPARTMENT
UTILITY BILLING

156 S. BROADWAY, SUITE 114 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5570 | FAX 209-668-5565

DATE: July 1, 2025
TO: Isaac Moreno
FROM: Angelica Gonsalves
SUBJECT: June 2025 Department updates

For the month of June 2025:

Finance processed a total of 1,887 receipt payments in the office by walk in customers, 567 by mailed/drop box, and took 565 phone payments. The department answered 1,879 call during the month of June. Processed 187 utility move-in's, and 151 move-out and exception bills. Payment agreements: 119 current and 37 past due payment agreements.

Utility billing processed and mailed 20,240 utility bills and issued 2,173 penalties. Delinquent notices were mailed to 546 customers. 276 account were terminated on June 24, 2025 and 119 remained off at the end of the day.

Business license processed 63 new applications and closed 10 business licenses. 0 delinquent notices were mailed out to lapsed business licenses. The City of Turlock currently has 6,873 active licenses.



TURLOCK FIRE DEPARTMENT

June 2025

This month, the Turlock Fire Department continued making significant progress on multiple initiatives focused on enhancing service delivery, operational readiness, and community engagement.

First Due Records Management System Implementation

Our team has been actively working to implement the new First Due Records Management System, a modern platform that will significantly improve our data collection, reporting capabilities, and day-to-day operational efficiency.

This effort has involved close collaboration between Turlock Fire personnel and our partners in IT, administrative staff, fire prevention, and MST Partners. As part of the implementation process, we've participated in a onboarding and training related to key system features, including:

- Call report documentation
- Personnel tracking and scheduling
- Apparatus, assets, and inventory management
- Pre-fire planning and occupancy data collection
- And other core operational modules

Once fully operational, First Due will greatly enhance our ability to collect, organize, and analyze data across all areas of the department, supporting more informed decision-making and improved service delivery.

MST Strategic Plan Development

Work continues on the MST (Modesto-Stanislaus-Turlock) Strategic Plan, with ongoing efforts to strengthen regional collaboration. This month, labor, management and administrative personnel from participating agencies came together to review and discuss the results of recent surveys. The feedback gathered will help shape the plan's priorities and action steps moving forward, ensuring alignment with the needs of our workforce and the communities we serve.

Independence Day Parade

Turlock Fire proudly participated in the City's annual Independence Day Parade. Our team flew the American flag from Truck 31 over Main Street—an inspiring tradition that draws strong community support. We also showcased Engine 31, one of our two new fire engines purchased with funding from the voter-approved Measure A. We want to thank Captain Nascimento and his family for assisting with that.

This was a great opportunity to demonstrate the tangible benefits of Measure A and to thank the public for their ongoing support of public safety in Turlock.

CHIEF'S MESSAGE



OPERATIONS DIVISION

TOTAL CALL
VOULME:
633



Total Fire (NFIRS
Series 100):
30

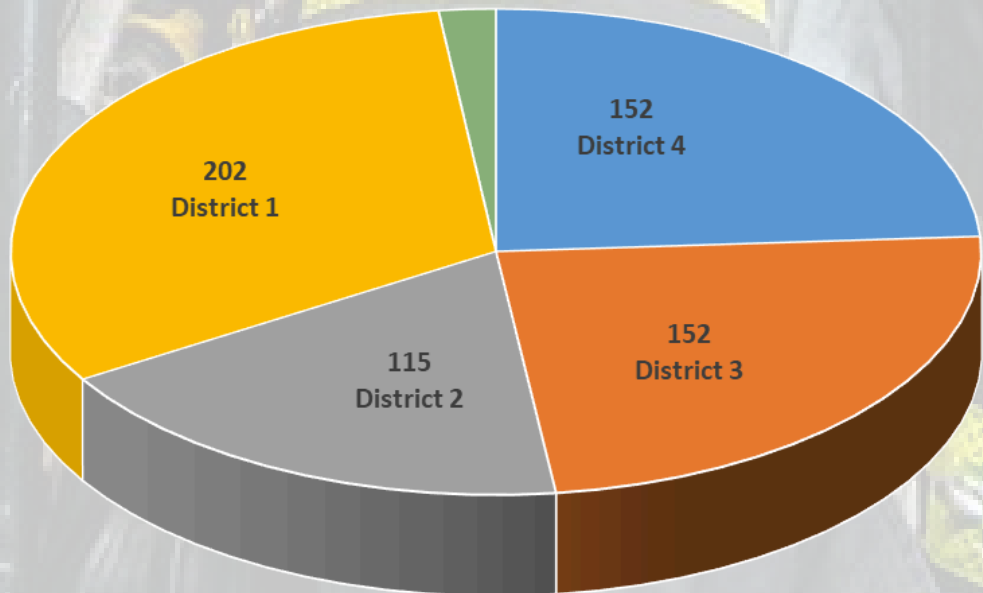


Total EMS:
450

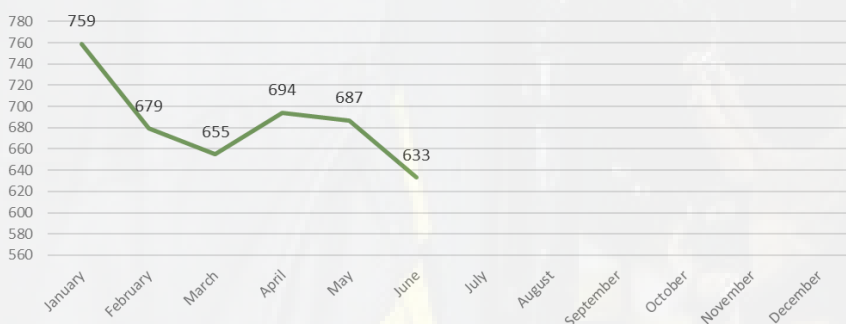


Total MVA:
27

CALLS BY DISTRICT



2025 Call Volume per Month



FIRE PREVENTION DIVISION



Type of Inspection	Total
Occupancy	5
Re-inspections	8
Solar	1
Final Fire Alarm/Final Sprinkler	3
Building Finals	4
Hydro/Visual	2
School Inspections and STD850	3
All other Inspections	10
Green Sheet Plan Reviews	24



FIREWORKS BOOTH INSPECTIONS

26

FIREWORKS STORAGE INSPECTIONS

8



Stanislaus Regional FIU June 2025



DETAILS: During the month of June 2025, the FIU's call volume rose to historical highs.

The FIU conducted a total of 64 fire investigations during the month of June (the previous month of May was 62), the breakdown of the calls is as follows:

Calls by jurisdiction:	Modesto FD	25
	Ceres	8
	Oakdale's	4
	Salida	2
	Turlock city	4
	County Entities	21

33 were structure fires, 18 vegetation fires, 4 vehicle fires, and 9 were trash/dumpster/other fires/criminal enforcement actions/investigator follow-ups.

Investigators were able to determine that 19 fires were confirmed arsons, 21 accidental, and 12 were undetermined. Investigators were canceled a total of 5 times.

Investigators conducted or were involved in 7 arson/warrant arrests within the jurisdictions of Modesto, Hughson, Waterford, and Newman. These cases involved FIU's responses to large vegetation and structure fires within the county.

In Newman, investigators assisted the fire department with a working structure fire at a school district office. This fire was determined to be an arson. After our FIU investigator obtained video surveillance showing a suspect, NPD made an identification. A search warrant was authored and executed last evening. The suspect was arrested and booked for the arson.

There are multiple cases in Turlock, Modesto, and the County jurisdictions where criminal follow-ups and investigations are pending.

The FIU asks that the Fire and LEO jurisdictions direct any arson related video or arson related tip info to their public account: Info@stanfiu.org or 209.525.5530. We welcome any inquiries and remain committed to serving the communities throughout the county. #StanFIU

Date	Sta #	Agency	IF #	Invest	Location	AR	AC	UN	Property	Dispo	\$ Loss	O&C
6/5/2025	31	TUR	25-237	Spani	964 Chestnut Avenue				Struct Resid	Can	\$0.00	CC Can
6/15/2025	34	TUR	25-254	Haus	400 N Washington Rd.		1		Struct Comm	Closed	\$1-2 Mil	O&C
6/23/2025	32	TUR	25-274	Spani	1100 S. Walnut Road		1		Trash	Closed	\$5,000.00	CC
6/29/2025	34	TUR	25-281	SS	2065 Roth Court		1		Struct Resid	Closed	\$485,000.00	O&C

MUNICIPAL SERVICES

ENGINEERING ◦ FLEET ◦ MAINTENANCE ◦ RECREATION
REGULATORY AFFAIRS ◦ ROADS PROGRAM ◦ SRWA
TRANSIT ◦ UTILITIES ◦ WATER QUALITY CONTROL



CITY MANAGER'S MONTHLY REPORT *July 8, 2025*



LEADERGOV

MULTI-GENERATIONAL WORKPLACE SUCCESS

The Municipal Services Department has begun implementing LeaderGov content with staff, incorporating its principles into our leadership development efforts by discussing the content at regular staff meetings.

This month's topic was "Multi-Generational Success." Staff discussed how different generations bring unique strengths and challenges to the workplace, and explored ways to foster collaboration, bridge communication gaps, and better leverage generational diversity on our teams.



FLEET

Fleet Services continued supporting City operations in June through equipment deployment, system improvements, and seasonal readiness. A new thermoplastic line striper was received to enhance pavement marking capabilities, and the Police Department's new armored vehicle was placed into service. Staff also began outfitting additional PD units, a labor-intensive process involving full interior disassembly to install law enforcement systems. Many surplus assets were prepared for Public Surplus listings, and Bus fleet maintenance remained a focus as extended transit hours ramp up for the Stanislaus County Fair.

This month, staff held a safety meeting focused on heat illness prevention, emphasizing hydration, pacing, and early symptom recognition in high-temperature work environments. We also held hazardous materials handling training. Special thanks go to Danny Alvarez and Misty Rojas for completing detailed inventory work in their assigned areas!



ENGINEERING

In June, the Engineering Division advanced a range of capital improvement projects through design, review, and closeout stages while continuing interdepartmental coordination and consultant engagement. Final preparations were made for key state and federal submissions, including Exhibit 9D and the Request for Authorization (RFA) for Construction on CP 23-035 – Signal Coordination on Christoffersen Parkway. That package was submitted to Caltrans ahead of the June 30 deadline. Design also progressed on CP 24-022 – Water Line Replacement on S. Center and Crane, with 60% plans reviewed and the 90% submittal expected in early July. Meanwhile, CP 24-010 – Fire Station 31 SCBA Compressor Room moved closer to construction, with bid award anticipated at the July 8 City Council meeting.

Coordination efforts included support for Transit’s facility needs and civil plan feedback to consultants. The division remains focused on meeting critical deadlines, maintaining infrastructure delivery, and aligning project activity with funding requirements.

UTILITIES

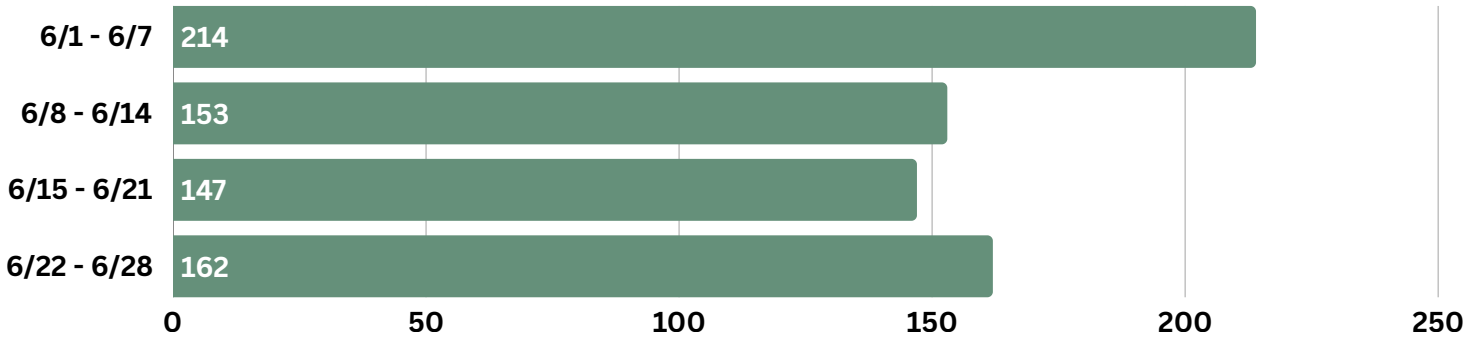
In June, the Utilities Division continued to provide essential water and sewer services through coordinated fieldwork, infrastructure repair, and interdepartmental collaboration. Crews completed emergency point repairs, responded to water quality concerns, and addressed sewer backups caused by debris and asphalt intrusion. Water leaks were repaired across multiple locations, and new meters were installed to support development activity.

Staff also assisted with sinkhole and main leak repairs tied to roadwork, performed backflow testing, reviewed plan submissions, and maintained USA marking responses. Coordination advanced with Confluence on water quality monitoring, and policy discussions continued with West Yost regarding cross-connection control. The team participated in budget presentations and vendor meetings while final tie-ins for water main and hydrant projects progressed. Staff certification milestones further supported operational strength and compliance.

MAINTENANCE

In June, the Maintenance Division focused on citywide repairs, irrigation issues, and preparation for summer events and programs. Streets crews completed patching and curb work, installed new crosswalk striping on Main Street, and improved signage visibility through vegetation trimming and sign replacements. Parks and storm basin teams repaired broken irrigation components, cleared debris, and performed tree maintenance across multiple public spaces. Mowing and landscape upkeep supported seasonal needs and event readiness, while staff responded to drainage issues and storm damage at various locations.

POTHoles FILLED IN JUNE



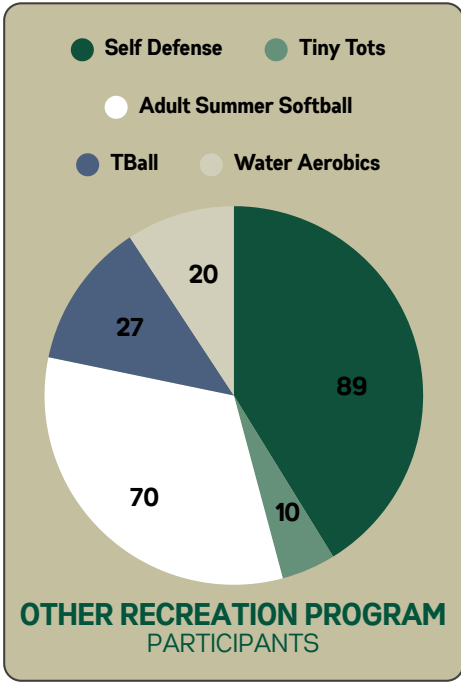
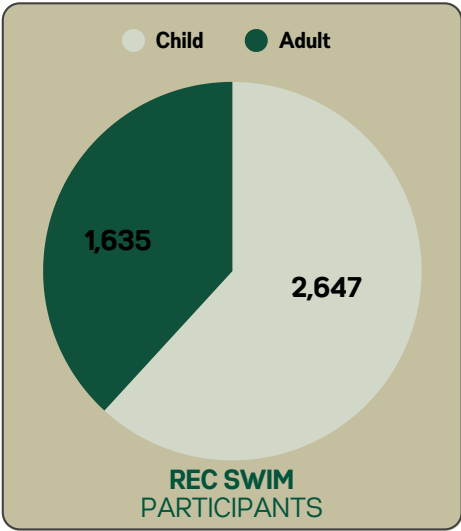
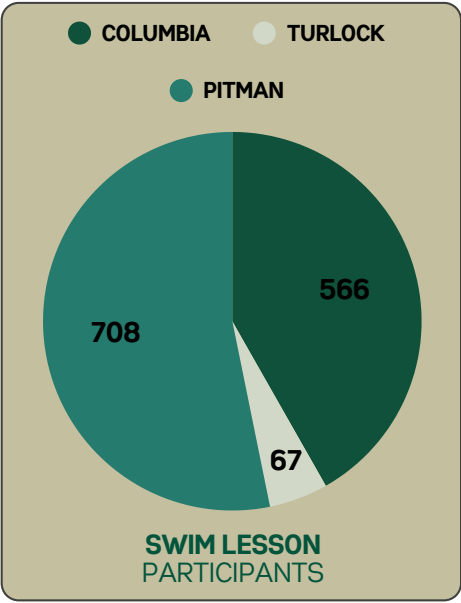
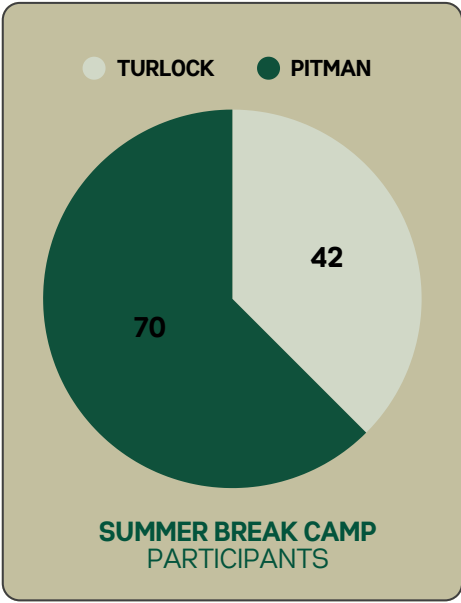
Assessment crews continued pruning, gopher control, and irrigation work throughout key areas, including "Paseo paths", bike trails, and city-maintained walls. Facilities staff completed cleaning, repairs, and landscape work at Central Park, the Public Safety Facility, and Animal Control, while also supporting downtown and pool maintenance. Sports complexes received attention for field preparation, irrigation, and weed control. Staff remained engaged through safety meetings and coordination efforts, with teams preparing for continued summer operations and the upcoming Stanislaus County Fair.



RECREATION

In June, the Recreation Division rolled out its full slate of summer programs, including camps, aquatics, and seasonal classes. Staff completed pre-season training and launched weekday and weekend swim schedules at multiple sites. Registration continued for swim lessons, water aerobics, youth sports, and school-year enrichment programs. Staff also worked with the registration system to improve deposit reporting by location and began preparations for fall programming.

Community involvement remained a priority, with Recreation staff supporting public events like the 3rd Annual Hotdogs and Hotrods event, hosted by the Turlock Senior Citizens Group, and meeting with local partners to strengthen programming. Coordination with TUSD continued, with planning underway to align upcoming school-year services. Staff also moved forward on agreements to introduce new activities in yoga, boxing, and golf. Outreach and promotion efforts remained active throughout the month to support participation and access.



SCAN HERE FOR
MORE INFORMATION



OPEN REGISTRATION

SUMMER BREAK CAMP
WATER AEROBICS (JULY)
SWIM LESSONS
DISC GOLF
ASES 2025/2026



ROADS PROGRAM

June was another active month for the Roads Program, with major construction milestones achieved on Andre Lane, Niagara Street, and Regis Street.

Full Depth Reclamation with Cement (FDR-C) was completed on Andre Lane, followed by grading, compaction, and placement of the bottom mat of hot mix asphalt. Crews also began and completed full-depth reclamation and paving on Niagra Street, including work on the intersection at Regis Street.



TRANSIT

June was a forward-focused month for the Transit Division, with preparations underway for fare-free summer events, major grant pursuits, and enhanced community outreach. Staff developed promotional content for *Dump the Pump Day* and began finalizing materials for *July's Free Ride Month*, including Transit's presence at the Stanislaus County Fair. A nearly \$1 million federal grant application was drafted to fund on-board technology upgrades, aimed at improving service efficiency and real-time communication.

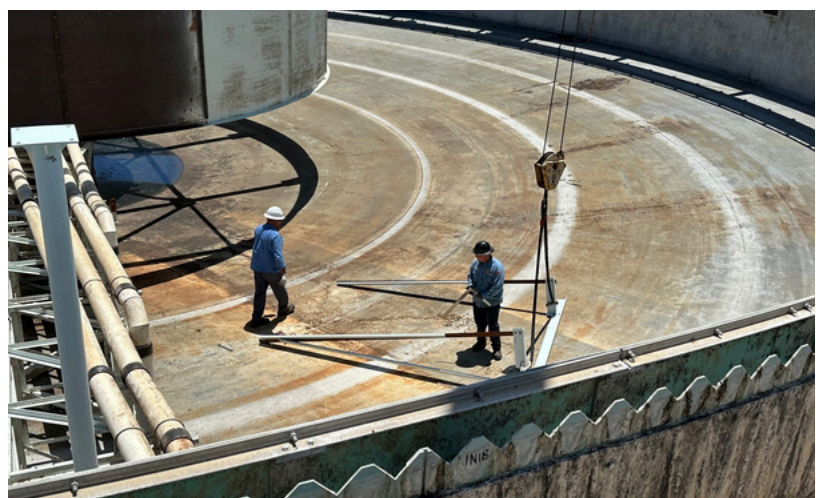
STANISLAUS REGIONAL WATER AUTHORITY (SRWA)

In June, SRWA completed preventative maintenance and system improvements to support peak operations, including cleaning sedimentation basins, adjusting filter valves, upgrading lime system components, and repairing HVAC and chlorine feed systems. Staff advanced CMMS and WIMS data tracking, prepared chemical contracts for Council review, and continued warranty reviews and license restorations. Coordination with the State Water Board and internal departments also continued, while one Senior Operator position remains open.

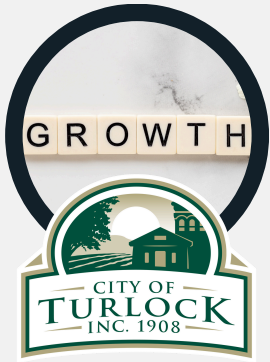
WATER QUALITY CONTROL (WQC)

In June, the Water Quality Control Facility continued the recoating of Secondary Clarifier No. 4, a key capital improvement aimed at extending the lifespan and performance of critical infrastructure. During the clarifier's shutdown, staff conducted in-house maintenance to maximize the downtime, including valve replacements, skimmer and scraper upgrades, and additional internal repairs. These efforts support long-term reliability once the clarifier returns to service.

Looking ahead, staff spent substantial time on the annual budget, ensuring operational priorities align with future capital needs. The division is also engaged in regulatory response efforts related to a State Noncompliance enforcement action, with documentation and internal review currently in progress.



ECONOMIC DEVELOPMENT & COMMUNICATIONS



Monthly Report - June 2025

The City of Turlock celebrated the annual 4th of July Independence Day Parade on June 27th in Downtown Turlock.



Business Retention and Expansion (BRE)

Business Retention and Expansion (BRE) plays a vital role in economic development by prioritizing the needs of existing businesses within the City. These businesses serve as the backbone of the local economy, driving job creation and economic resilience.

Through proactive engagement and support, BRE initiatives help businesses address challenges, capitalize on growth opportunities, and remain competitive, ultimately reinforcing the City's economic stability and reducing the likelihood of business closures.

During the months of June 2025, City of Turlock Economic Development staff met with 14 local businesses.

***2024-2025 Annual Business Retention and Expansion (BRE) Visits: 190 meetings**
(reporting period is 7/1/2024 - June 30/2025)

Pictured Below: New Town Cafe (located at 811 W. Hawkeye Avenue, Turlock, CA 95382)

Vitality Bowls (located at 2585 Geer Road, Turlock, CA 95382)

Impact Prints (located at 1140 N. Front Street, Turlock, CA 95380)

Quarterly Turlock Hotelier Meeting



Business Retention and Expansion (BRE)

During June 2025, City of Turlock staff and elected officials had the honor of attending and celebrating several ribbon-cutting events across the community.

Ribbon Cuttings and New Additions to Turlock:

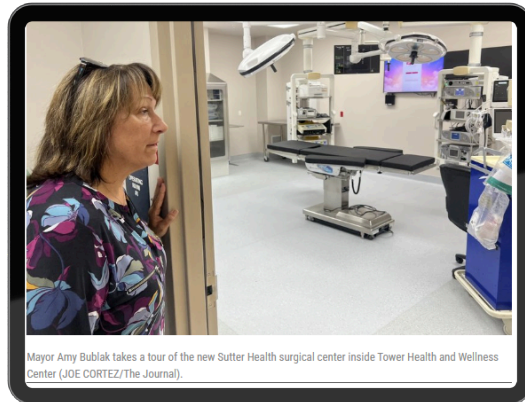
- Bella Forte Boutique (Ribbon Cutting at 200 W. Main Street, Turlock, CA)
- Sutter Health (Ribbon Cutting Inside Tower Health and Wellness Center, 1801 Colorado Ave., Turlock, CA)
- Curl Fitness is set to open the week of 6/30/2025 - 2710 Geer Road,, Turlock, CA 95382



Sutter Health opens new surgical center in Turlock



Sutter Health held a ribbon cutting ceremony for their new surgical center inside Tower Health and Wellness Center in Turlock (JOE CORTEZ/The Journal).



Mayor Amy Bubiak takes a tour of the new Sutter Health surgical center inside Tower Health and Wellness Center (JOE CORTEZ/The Journal).

OPENING SOON

curl curlfitnesssturlock

curl FITNESS

OPENING NEXT WEEK!

COMPLETE MULTI-MILLION DOLLAR REMODEL AND EXPANSION ALMOST DONE!!

LAST CHANCE TO LOCK-IN EXCLUSIVE FOUNDING MEMBER RATES! JOIN ONLINE TODAY!





Workforce Development - Talent Development

Workforce development within economic development refers to a set of strategies and activities designed to enhance the skills, knowledge, and capabilities of the local labor force to meet current and future economic and industry needs.

It is an important element of economic development because a well-trained and adaptable workforce is vital for attracting and retaining businesses, fostering innovation, and driving economic growth.



Workforce Development Highlight:

Youth Career Services - Stanislaus Workforce Development

222 S. Thor Street #8, Turlock, CA

209.556.1558 Ext. 1266

Youth Career Services is a division of Stanislaus Workforce Development that provides assistance in: interview preparation, paid work experience, job seeking mentoring, and more. Youth Career Services can provide assistance in various career pathways such as: technology, health care, hospitality, warehouse/logistics, manufacturing, education, culinary arts, and more!

For more information visit:

<https://www.stanworkforce.com/youth/>



Attraction strategies within economic development are designed to draw new businesses, industries, and investments to a region. These strategies typically involve a combination of marketing, incentives, infrastructure development, and partnership-building to create a compelling case for businesses to relocate or expand.

The WISP (Westside Industrial Specific Plan) is a key asset to our Turlock community, fostering a thriving industrial ecosystem that supports local businesses, creates jobs, and strengthens Turlock's economy.

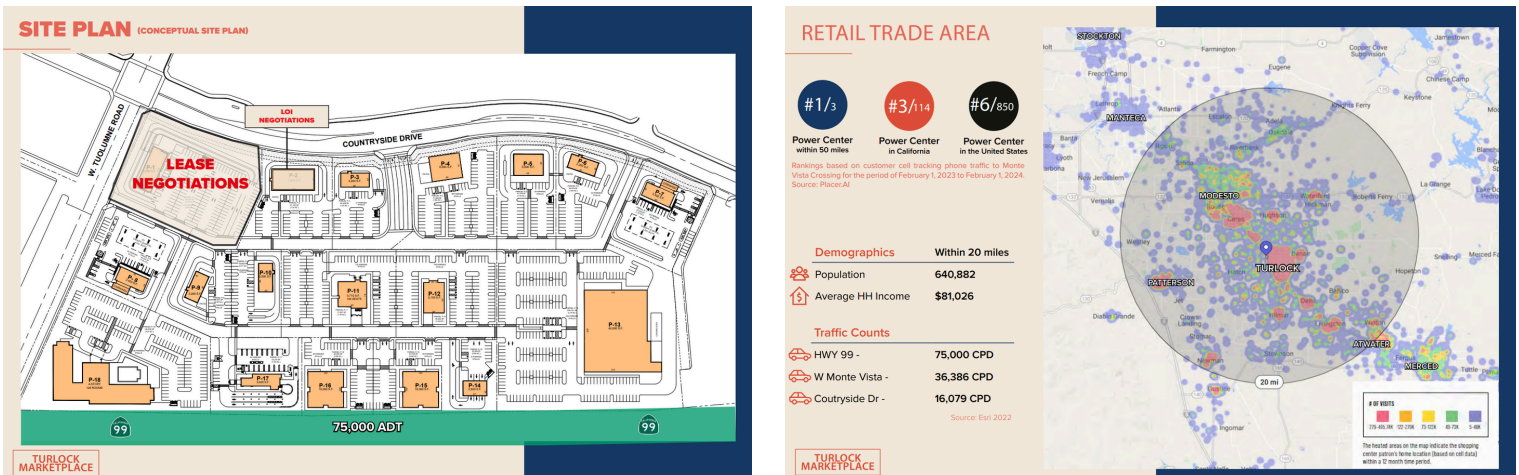
Through smart planning and strategic growth, this area continues to drive innovation, sustainability, and opportunity—all while reinforcing a circular economy that benefits our entire city.

We're proud to showcase the vision behind this development and excited for what's ahead!

Turlock is also home to power retail shopping center, Monte Vista Crossings, which ranks #4 in California, and #8 nationally.

Below: New 30 Acre Shopping Center Development, "Turlock Marketplace"

For more information visit: <https://www.loopnet.com/Listing/Countryside-Dr-Turlock-CA/32628785/>



Below: Retail Opportunity at 3015 N. Tegner Rd. Turlock, CA

For more information visit <https://www.loopnet.com/Listing/N-Tegner-Rd-Turlock-CA/34890501/>





Business Workshops

Supporting start-ups and entrepreneurs is a strategic investment within economic development. Innovation can drive new ideas, technologies, and create the "Spark" of a new business to open up, resulting in job creation, and adding more value to the local economy.

One of the ways the City of Turlock supports startups and entrepreneurs is by offering no-cost business workshops and implementing targeted business development programs. Workshops are held monthly within the City and feature a variety of topics and strategies presented by guest speakers with expertise in different areas of business.

Upcoming business workshops:

7/29/2025: How to Obtain Government Contracts

Register here: bit.ly/4jNhsEb

8/7/2025: Business Plan & Model Bootcamp

Register here: bit.ly/BusinessPlanBootcampTurlock

BUSINESS PLAN & MODEL BOOTCAMP

IDEAL FOR EARLY-STAGE FOUNDERS, SMALL BUSINESS OWNERS, AND ANYONE SEEKING TO DEVELOP A PRACTICAL BUSINESS PLAN.



NO COST TO ATTEND !!!

SCAN THE QR CODE



Or Visit:
bit.ly/BusinessPlanBootcampTurlock



WORKSHOP DETAILS

THURSDAY, 8/7/2025

FROM 10:00 AM - 12:30 PM
TURLOCK CITY HALL
156 S. BROADWAY, TURLOCK, CA 95380

BROUGHT TO YOU BY:



WHAT YOU WILL LEARN ABOUT:

- HOW TO CREATE AN ACTIONABLE BUSINESS PLAN
- AVAILABLE SUPPORT FROM SCORE MENTORS
- CANVA TEMPLATES
- EXPERT INSIGHTS



Government Contracts

Pathways to Grow your Business with the State of California

July 29
1:00pm-2:00pm
IN PERSON
250 N Broadway, Turlock, CA 95380

Learn the basics of state contracting.
Explore the benefits of being a certified small or disabled veteran business.



AT NO COST + FREE PARKING

Want to grow your business with government contracts?

Learn how to get certified as a Small Business (SB)* or Disabled Veteran Business Enterprise (DVBE)* and access real state contracting opportunities.

* What's a DVBE?

A business owned and operated by a service-disabled veteran.

*What's a Small/Disadvantaged Business?

A certified small business that meets state requirements for size and ownership.

In this workshop, you'll learn how to:

- ✓ Register on Cal eProcure
- ✓ Find contract opportunities
- ✓ Connect with SB/DVBE Advocates
- ✓ Meet key requirements like the "Commercially Useful Function"
- ✓ Access free tools and resources

SCAN ME



bit.ly/4jNhsEb



Contratos gubernamentales

Caminos para hacer crecer su negocio con el estado de California

29 julio
11:30am-12:30pm
EN PERSONA
250 N Broadway, Turlock, CA 95380

Aprende lo básico sobre contratos con el estado.
Descubre los beneficios de estar certificado como una pequeña empresa o empresa de veteranos discapacitados.



SIN COSTO + ESTACIONAMIENTO GRATUITO

¿Quieres hacer crecer tu negocio con contratos gubernamentales?

Aprende cómo certificarte como una Pequeña Empresa (SB)* o Empresa de Veteranos Discapacitados (DVBE)* y acceder a oportunidades reales de contratación con el estado.

- ¿Qué es una DVBE?
- Una empresa propiedad y operada por un veterano con discapacidad en el servicio.
- ¿Qué es una Pequeña Empresa o Empresa en Desventaja?
- Una empresa certificada que cumple con los requisitos estatales de tamaño y propiedad.

En este taller, aprenderás a:

- ✓ Registrarte en Cal eProcure
- ✓ Encontrar oportunidades de contratos
- ✓ Conectarte con los defensores de SB/DVBE
- ✓ Cumplir con requisitos clave como la "Función Comercialmente Útil"
- ✓ Acceder a herramientas y recursos gratuitos

ESCANÉAME



bit.ly/3RHpoek



centralvalleywec.org



(559) 278-0718



wecenterfresnostate



centralvalleywec.org



(559) 278-0718



wecenterfresnostate



Page 50 of 37



City of Turlock Small Business Development & Assistance Program

The City of Turlock launched a Small Business Development and Assistance Program which provides strategic consulting and business development strategies to elevate Turlock small businesses. The businesses eligible to participate must be Turlock businesses that have a business license with the City of Turlock, operate out of a commercial location in Turlock, have no more than 50 employees, and not be part of a franchise or corporate chain.

The business development program is limited to 100 businesses and will provide up to \$3,500 (while funds last) for online business ads through Google Search Ads and Meta (Facebook/Instagram) Ads.

The \$3,500 grant is disbursed in two installments of \$1,750. Participating businesses must first utilize the initial \$1,750 and submit proof of expenditure. Upon verification, the remaining \$1,750 will be released to the business.

There is currently 64 businesses in the program. Turlock City Council allocated \$325,000 in American Rescue Plan Act (ARPA) funds for this business development program.

Program Update:

64 Business participating in the program

54 Businesses have received the first payment of \$1,750.

15 Businesses have completed the grant program (has received total grant amount of \$3,500)

For more information on City of Turlock business workshops & business development programs please reach out to:

Anthony Sims - Economic Development Director - Communications Officer
209.668.6031
ASims@turlock.ca.us

SMALL BUSINESS DEVELOPMENT & ASSISTANCE PROGRAM

Get up to \$3,500 in grant funding to advertise your business online!

To Qualify

- Your business must be located in Turlock
- You must have a valid/up to date City of Turlock business license
- Operate out of a commercial location (Only one application per address/license holder)
- Employ 50 or fewer individuals
- Cannot be part of a franchise or corporate chain

First 100 qualified businesses — act fast!
Google| Meta Ads

For more info:

Anthony Sims- Economic Development Director & Communications Officer
(209)668-5540 X 1122
ASims@turlock.ca.us

Brought to you by the City of Turlock, utilizing American Rescue Plan Act (ARPA) Funds. Available on a first-come, first-served basis while funding lasts.



Turlock Partnership Incentive Program

\$1,000 Business Grant Available

The goal of this program is for new businesses to open in vacant store fronts and create additional jobs in our community.

The program provides a one-time payment of \$1,000 to help new businesses.

For more information visit:

https://www.cityofturlock.org/_pdf/files/CityofTurlockPartnershipIncentiveProgram-EligibilityRequirements.pdf



Eligibility

Participants must provide the following:

1. Must occupy an existing vacant building in the City of Turlock.
2. Provide a Business Plan (contact City of Turlock for available free business plan services).
3. Identify an appropriately zoned location of business (Free service provided by City of Turlock).
4. Participate in Pre-Development meeting (Free service provided by City of Turlock).
5. Agree to participate in minor record-keeping to provide feedback on a quarterly basis for at least 1 year to help improve program.

\$1,000 Business Grant Available

The goal of this program is for new businesses to open in vacant store fronts and create additional jobs in our community.

The program provides a one-time payment of \$1,000 to help new businesses.

Application should be made prior to, or closely following, business opening. Payment will be awarded following completion of all requirements and business opening.

**Program is limited to 30 businesses per year*

Questions

Contact: Anthony Sims
Economic Development
Director
209.668.6031
ASims@turlock.ca.us

For more City of Turlock business resources visit:



Turlock Security Enhancement Pilot Program

The Turlock Security Enhancement Pilot Program will provide an opportunity for Turlock businesses to add security enhancements by way of Fusus' video surveillance and real-time crime software. Fusus will enhance situational awareness for Dispatch and responding officers, giving them a real-time look at live camera feeds from participating businesses when a crime or suspicious activity occurs in the downtown district.

The City of Turlock Turlock Security Enhancement Pilot Program will fund the first-year costs for up to 59 businesses within the city of Turlock. Businesses interested in participating in the pilot program will be assisted by Turlock Police Department to facilitate the onboarding process with Fusus. Second year cost is \$150 (participating business responsible for on-going costs after 1st year).

****Participating business is responsible for taxes***



COLLABORATING TO KEEP TURLOCK SAFE

The Turlock Security Enhancement Pilot Program will provide an opportunity for Turlock businesses to add security enhancements by way of Fusus' video surveillance and real-time crime software. Fusus will enhance situational awareness for Dispatch and responding officers, giving them a real-time look at live camera feeds from participating businesses when a crime or suspicious activity occurs in the downtown district.

The City of Turlock Turlock Security Enhancement Pilot Program will fund the first-year costs for up to 59 businesses within the city of Turlock. Businesses interested in participating in the pilot program will be assisted by Turlock Police Department to facilitate the onboarding process with Fusus.

**Program is currently limited to a one-year pilot program*

1st Year Costs: \$0

Cost after 1st Year: \$150 Annually

**Business to pay Fusus directly.*

**If business decides not to participate after first year, Fusus equipment is to be returned to the City of Turlock.*

INCREASING SAFETY. RESPECTING PRIVACY.

- The Turlock Security Enhancement Pilot Program enables businesses to share live video feeds with the Turlock Police Department in emergencies to improve community safety and law enforcement response.
- Access to your camera is conditional upon mutual agreement between you and the Turlock Police Department and will only be viewed in the event of a criminal incident in the proximity of your business.

What is Fusus and how does it work?



Scan the QR Code to watch a short video.

For more information, or to enroll your business, please contact:

Anthony Sims
Economic Development Director
City of Turlock
209.668.6031
ASims@turlock.ca.us

Melanie Suffecool
Crime Prevention Specialist
Turlock Police Department
209.656.3153
msuffecool@turlock.ca.us

http://m.youtube.com/watch?v=zoyJuGR-jtE&ab_channel=Fusus

For more information on City of Turlock business workshops & business development programs please reach out to:

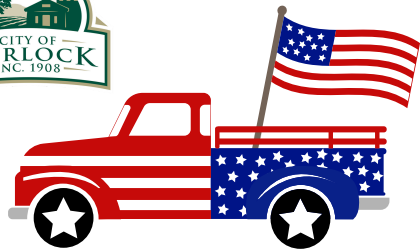
Anthony Sims - Economic Development Director - Communications Officer

209.668.6031

ASims@turlock.ca.us



Community News



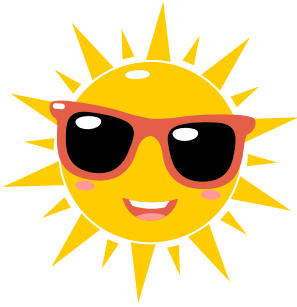
City of Turlock's annual independence Day Parade took place on Friday, June 27, 2025, in Downtown Turlock.

From colorful floats to smiling faces lining Main Street, it was wonderful to see our community come together to celebrate the freedoms we enjoy as a city and a nation.

Thank you to everyone who came out, participated, and helped bring this event to life, including our Grand Marshal, Abe Rojas. And a special thanks to the Turlock Downtown Property Owners' Association for hosting and organizing such a memorable evening.



Community News



In honor of Public Services Week, the City's Human Relations Department and the team of Department Directors were proud to organize and host the 3rd Annual Ice Cream Social.

City staff came together to enjoy ice cream sundaes and root beer floats in celebration of Public Services Week together.





Leadergov Training for Department

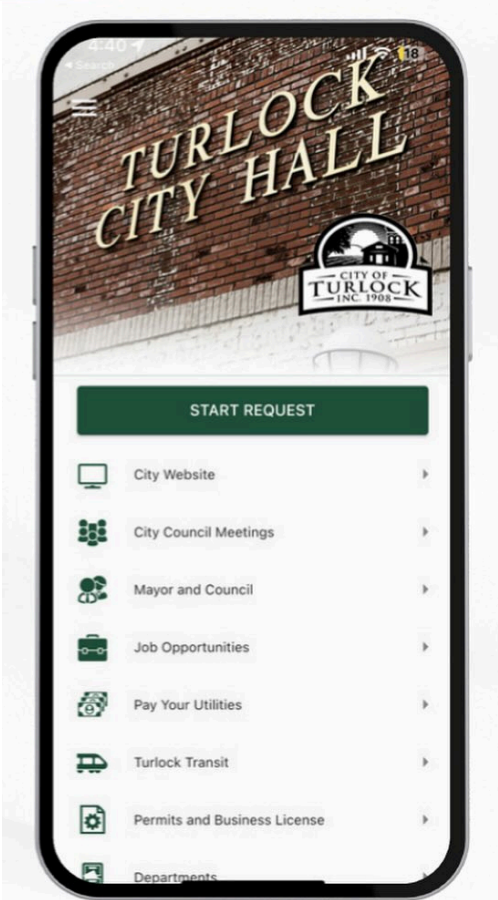
Through the City of Turlock's partnership with Leadergov for professional learning and development, the Economic Development and Communications Department participates in monthly leadership sessions focused on enhancing individual and team performance. These sessions provide structured opportunities for staff to engage in strategic activities that foster professional growth, strengthen communication and collaboration, and align departmental efforts with the City's broader organizational goals. The program also supports the development of leadership competencies, promotes a culture of continuous improvement, and reinforces the City's commitment to high-quality public service.

Initial department activities included:

- DISC Assessments
- Department Goal Setting Session
- Department SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats)
- My Personal inventory Activity (describing individual work style, personality, etc.)



Download
MyTurlock



Download the
City of Turlock
Mobile App





COMMUNICATIONS UPDATE

Did you know?

You can stay up to date on City of Turlock announcements and information by visiting the following website and social media pages.



<https://www.cityofturlock.org/>

facebook

<https://www.facebook.com/CityofTurlockCityHall>

<https://www.facebook.com/CityofTurlockEconomicDevelopment>

Instagram 

<https://www.instagram.com/city.of.turlock>

LinkedIn 

<https://www.linkedin.com/company/city-of-turlock/>

**To stay up to date on FREE business workshops,
resources, and events visit:**

www.cityofturlock.org/businessresources



Economic Development Department - Communications Department

Current Project List

Updated: 7/2/2025



Name of Project	Assigned To	Project Start Date	Anticipated Completion Date	Current Status of Project
PBID Downtown Contract – COT and TDPOA	Economic Development	11/2022	10/2023	Completed end of 2023
Sports Complex	Economic Development	2022	Project Paused	Project temporarily paused due to economic climate.
Economic Development Strategic Plan Update	Economic Development	12/2023	August 2025	Kosmont Companies awarded RFP in August 2024. SWOT Analysis provided to City Council in January 2025. Project on-going
Business Visitation Program (Goal of 100+ Business meetings annually)	Economic Development	7/1/2024	6/30/2025	190 Meetings completed from 7/1/2024 – 6/30/2025 New annual reporting period starts on 7/1/2025.
Business Workshops (Goal of 12 – 15 workshops annually)	Economic Development	7/1/2024	6/30/2025	16 completed from 7/1/2024 – 6/30/2025 New annual reporting period starts on 7/1/2025 *2 Business workshops scheduled for 2025-2026 thus far. 2024-2025 Business Workshops Data: Simple Accounting for Businesses (10/9/2024) How to Get Your Business on the News 2 (10/29/2024) 2025 Small Business Funding Expo (1/29/2025) Stan Hacks III Hackathon (4/25/2025) Loan Preparedness Workshop (5/7/2025) Unlocking AI's Power for Your Business (5/8/2025) Boost Business Efficiency with AI (5/9/2025) 9 Business Workshops hosted by Pressert Marketing for Business Development and Assistance Program
City of Turlock Small Business Development and Assistance Program	Economic Development	7/1/2024	On-going until funds are depleted.	Program launched in August 2024. 9 business workshops provided Businesses eligible to receive \$3,500 in grants towards social media ads (2 checks, \$1,750 each). 64 Grant Applications submitted 54 businesses have been sent first check. 15 businesses have been sent the second check.

**Economic Development and Comms. Dept. Project List –
7/2/25
Page 2**

Annual City of Turlock Job Fair	Economic Development	Annual Event	November 13, 2024	Completed. Event Planning Team meeting on 7/17/2025 to plan the November 2025 City of Turlock Job Fair.
Economic Development Attraction Efforts	Economic Development	July 2022	On-going	On-going. High Profile Sites: Turlock Marketplace Shopping Center (new 30-acre development on Countryside Drive) WISP (Westside Industrial Specific Plan)
Fresno State – Parent University (Workforce Development – Talent Development Initiative)	Economic Development	10/8/2024	7/1/2025	2024-2025 Reporting Period Stats 403 Turlock residents registered for courses 153 of the registered participants achieved certificates. Most Popular Courses: Small Business Development: 85 registrations Digital Literacy: 43 registrations Financial Literacy: 56 registrations
Annual Turlock Business Conference	Economic Development	Feb. 2025	Mid-March 2026	On-going; Staff is planning the 2026 event.
Turlock Marketplace - Chick Fil A Project	Economic Development Development Services Department	2023	December 2025 – Spring of 2026	Project on-going. Staff is working with developer to recruit additional tenants. Ground breaking event for Chick-Fil-A and Turlock Marketplace Shopping Center date to be determined.
COMMUNICATIONS DEPT:				
City of Turlock Mobile App	Econ Dev. and Comms. Dept.	January 2024	Completed May 2024	Completed as of May 2024 “MyTurlock” is free to download in the app store.
City of Turlock Website	Communications Department and I.T. Department	2024	2024/2025	I.T. Dept. is leading project, Communications team will assist in design and layout phase of website.
Social Media Liaisons Monthly Meetings	Econ Dev. and Comms. Dept.	November 2023	On-going	On-going
Communications Plan	Econ Dev. and Comms. Dept.	March 2024	September 2025	On-going
Social Media – Platforms and Goals	Econ Dev. and Comms. Dept.	July 2022	On-going	On-going

Social Media - Instagram	Econ Dev. and Comms. Dept.	July 2022	On-going	On-going
Social Media - Facebook	Econ Dev. and Comms. Dept.	July 2022	On-going	On-going
Social Media - LinkedIn	Econ Dev. and Comms. Dept.	July 2022	On-going	On-going
Other Communications Initiatives: -Community Surveys -Attend Farmers Market -Speaking at CVAR, Rotary, Chamber, etc.	Econ Dev. and Comms. Dept.	Q1 2024	On-going	On-going
City of Turlock Econ Dev. Youtube Channel	Econ Dev. and Comms Dept.	1/15/2025	8/1/2025	On-going
Community Citizen Survey	Econ Dev. and Comms. Dept.	2/3/2025	8/15/2025	On-going: Staff is coordinating an annual citizen survey to be released, and made available to public. Targeting mid-August for survey to be launched.
Annual Business Survey	Econ Dev. and Comms. Dept.	2/3/2025	11/1/2025	Status: Ongoing project Staff intends to gather feedback from the business community through a survey designed to assess current performance and identify opportunities to improve communication, processes, and business support programs. The goal is to launch the survey annually and keep it open for a three-month period. This initiative aims to strengthen engagement with the business community and implement improvements based on their input.
Department Communications Projects to encourage community engagement.	Econ Dev. and Comms. Dept.	6/15/2025	On-going	Communications staff is working with other departments to gather and create content to advertise department programs to Turlock community and encourage/increase community engagement.

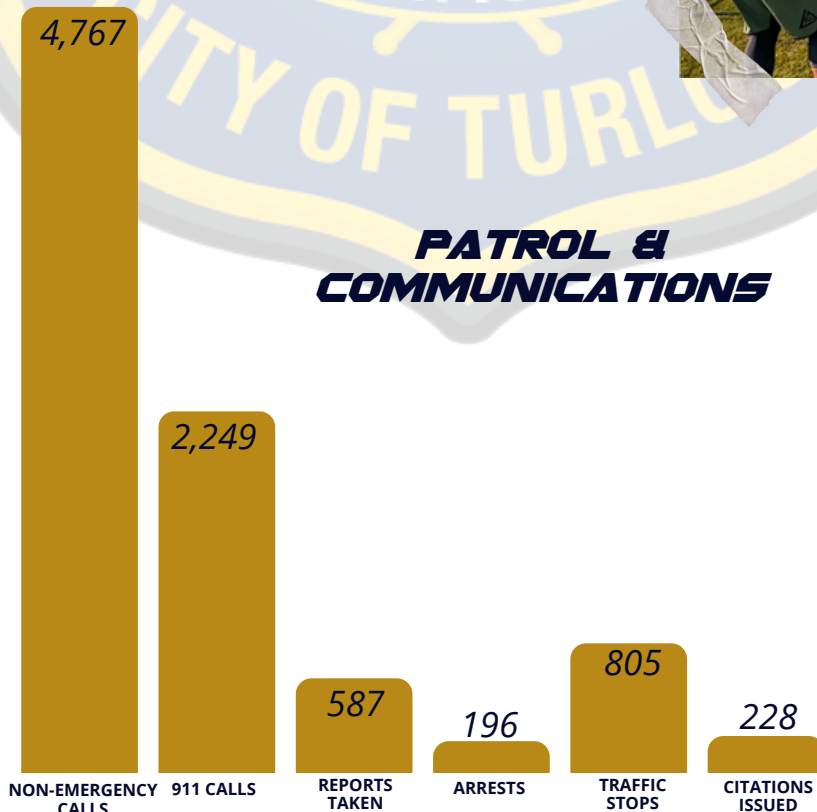
MONTHLY CITY MANAGER'S REPORT

JUNE 2025

- On **June 3rd**, Officer Ivan Ruiz successfully passed his field training program and is a solo beat officer. Congrats, Ivan!
- On **June 13th**, Officer Paul Heppner retired after 22 years of dedicated services. We wish him the best of luck in this next, well-deserved chapter!
- From **June 23rd - 25th**, officers, along with members of Turlock PAL, participated in a 3-day sports camp held at the Turlock Sports Park. It was a great time with even greater kids!
- On **June 26th**, staff visited Salvation Army's Summer Camp and gave informative presentations on public safety as well as answer questions asked by children and staff.
- *Upcoming:* National Night Out (NNO) on 8/5!



FIELD & SUPPORT OPERATIONS

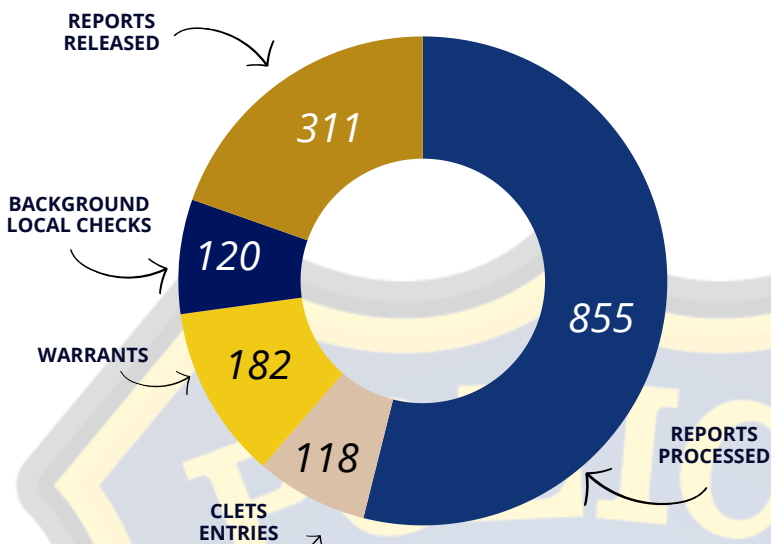


ANIMAL SERVICES



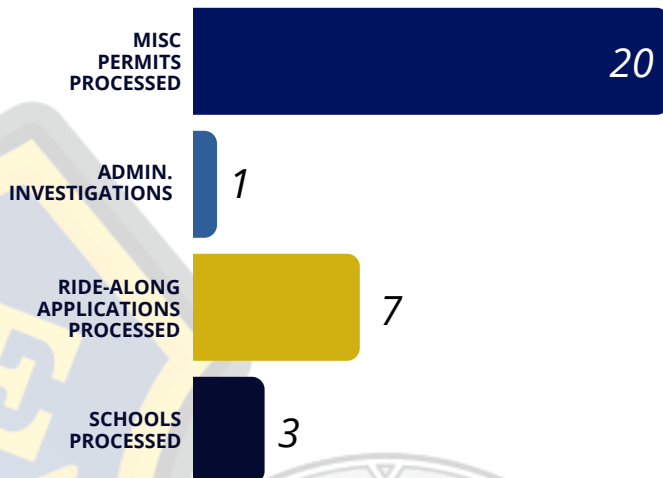
14
ANIMALS ADOPTED/RETURNED TO OWNER/TRANSPORTED TO RESCUE

RECORDS



SPECIAL OPERATIONS

PROFESSIONAL STANDARDS



✨ Social Media Insights ✨



FOLLOW



ACCOUNTS REACHED

NEW FOLLOWS

PROFILE VISITS

IG: 211,490

FB: 312,466

IG: 784

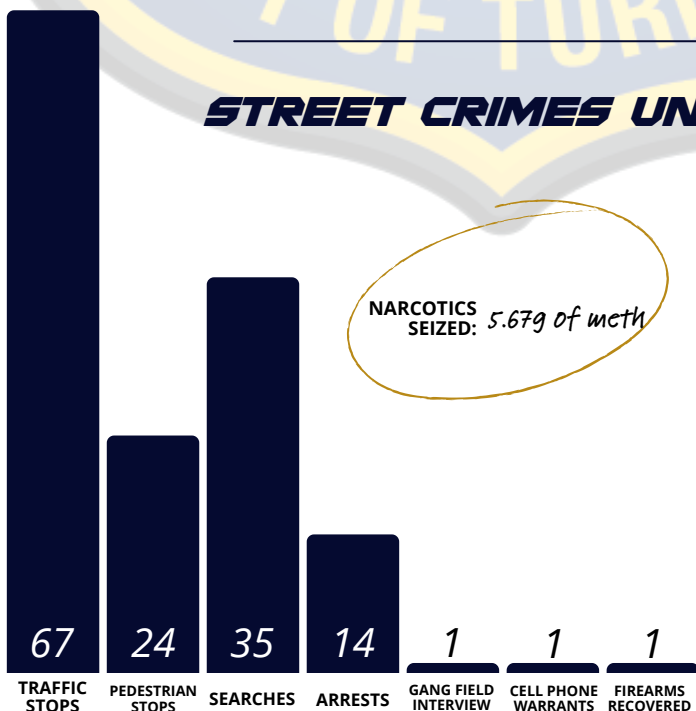
FB: 465

IG: 12,374

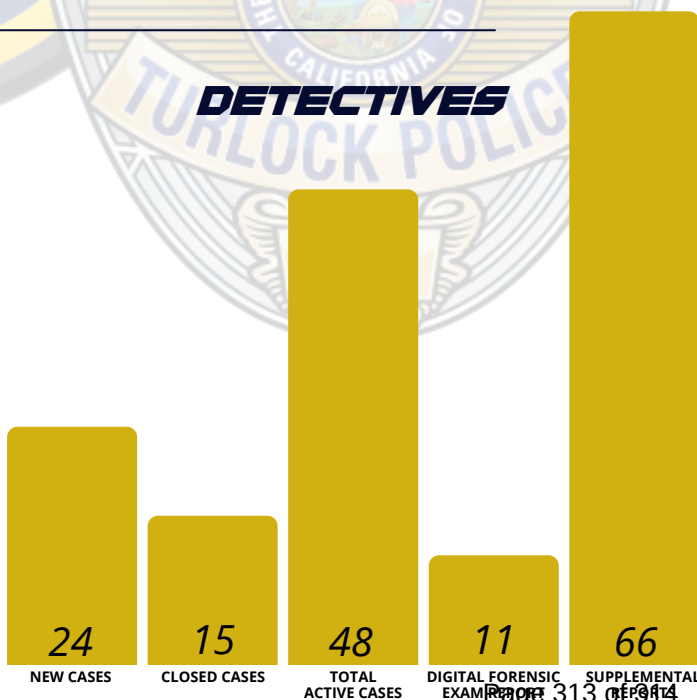
FB: 17,461

STREET CRIMES UNIT

DETECTIVES



NARCOTICS SEIZED: 5.67g of meth



MONTHLY CITY MANAGER'S REPORT: JUNE

STREET CRIMES UNIT

** CONTINUED **

SCU HELPED MPD & STAN SIU WITH SEARCH WARRANTS:

MODESTO PD SEARCH WARRANT:

APPROXIMATELY **10.7LBS** OF SUSPECTED **M30 FENTANYL PILLS**, APPROXIMATELY **11.405LBS** OF **SUSPECTED BINDING AGENT MIXED WITH FENTANYL** AND **\$3,611** WERE SEIZED AS ASSET FORFEITURE.

THE STAN SIU SEARCH WARRANT:

40LBS OF **METHAMPHETAMINE**, APPROXIMATELY **20,000 M30 PILLS**, **4 KILOS** OF **FENTANYL**, **2LBS** OF **HEROIN**, AND **2LBS** OF **COCAINE** ALONG WITH **6 FIREARMS** AND THE SEIZURE OF **\$55,000** IN CASH. THE METHAMPHETAMINE ALONG WITH THE FIREARMS AND A FEW THOUSAND PILLS WERE FOUND AT THE TURLOCK LOCATIONS.

