City Council Meeting Agenda

July 14, 2026
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)

City Manager
John J. Murphy
City Clerk
Nichole Fiez
City Attorney
Katie O. Lucchesi

PUBLIC PARTICIPATION: Members of the public can participate in City Council meetings in the following ways:

1. Attending in person
   - City Hall Yosemite Room located at 156 S. Broadway, Turlock, California at 6:00 p.m.
2. Attending through zoom (Instructions below)
   - Webinar Link: https://www.zoom.us/join
   - Meeting ID: 867 6255 3296 Passcode: 092083
   - Call In: 1-669-444-9171 and press pound (#)

PUBLIC COMMENT: The public may address the City Council in person by completing the speaker cards and providing to the Police Officer. To address the City Council remotely, follow the **Instructions for Public Comment using Zoom**. Public comment will begin with speakers attending in-person first, followed by those attending via remote participation.

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.

GOVERNMENT CODE § 84308 REGULATIONS: To promote transparency and fairness in the governmental decision-making process, there are rules to prevent public officials from being unfairly influenced by contributors to their campaigns. The type of activity these laws were enacted to limit is often referred to as "pay-to-play," and is governed in California by Government Code section 84308. Parties to any proceedings involving a "license, permit, or other entitlement for use," as that term is defined in the Political Reform Act, pending before the City Council must disclose any campaign contribution over $500 (aggregated) within the preceding 12 months made by the party, their agent, and those required to be aggregated with their contributions under Gov. Code § 82015.5. The disclosure must include the amount contributed and the name(s) of the contributor(s).

CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, July 14, 2026

Next City Council Resolution: 2026-088 **Next Ordinance: 1350-CS**

INSTRUCTIONS FOR PUBLIC COMMENTS USING ZOOM

Follow these steps to log into Zoom from your computer or smart device (Your device must have audio capability to participate.):

Go To: www.zoom.us/join

Enter Meeting ID: 867 6255 3296 **Passcode:** 092083

Follow these steps to call into Zoom from your telephone:

Dial 1-669-444-9171 and press pound (#)

Enter Meeting ID: 867 6255 3296 and press pound (#) **Passcode:** 092083

1. **Use the "raise hand" function to join the queue to speak on the current agenda item** when the Chair calls the item for discussion.

Computer / Smart Device Users: You can find the raise hand option under your participant's name.

Telephone Users: Press star-nine (*9) on your phone to raise your hand. Press star-six (*6) to unmute when it is your turn to address City Council.

*Lower your hand if you choose not to speak or after you have made your comments by unchecking the raise hand option online.

2. Staff will call your name or the last four digits of your phone number when it is your time to speak.
3. You may state your name and city of residence at the beginning of your remarks for the minutes.
4. Speakers will have up to three minutes to make their remarks.
5. You may log off or hang up after making your comments.

DISCLAIMER: Participant names and/or phone numbers may be visible to all participants. The City records all public meetings.

CITY OF TURLOCK
CITY COUNCIL
REGULAR MEETING AGENDA
Tuesday, July 14, 2026

Next City Council Resolution: 2026-088 **Next Ordinance: 1350-CS**

1. **CALL TO ORDER**

2. **SALUTE TO THE FLAG**

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

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

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

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

   A. Recognition of Harry Boucher for Being Selected as Grand Marshal of the Independence Day Parade

   B. Turlock Partnership Incentive Program Check Presentation: Spa REM (Economic Development)

   C. Turlock Partnership Incentive Program Check Presentation: Gorilla Coatings (Economic Development)

6. **CONSENT CALENDAR**

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

   A. Accepting the Weekly Demands of June 5, 2026 through June 11, 2026 in the Amount of $2,655,261.16, Payroll EFT March 1, 2026 through March 31, 2026 in the Amount of $2,313,505.95, Weekly Demands of June 12, 2026 through June 18, 2026 in the Amount of $865,348.72, Weekly Demands of June 19, 2026 through June 25, 2026 in the Amount of $1,998,866.64 and Accounts Payable EFT April 1, 2026 through April 30, 2026 in the Amount of $283,922.53.

   B. Accepting the Minutes of the June 23, 2026, Regular City Council Meeting

   C. In the Matter of 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 2026-2027 Appropriation Limit for the City of Turlock (Finance)

   D. Awarding Bid and Approving an Agreement for $252,843 with California Building Structures Inc. for City Project No. 25-049 "Animal Control Facility Improvements" (Engineering)

E. Approving the Final Map and Subdivision Improvement Agreement with Torre Reich Construction, Inc., Conditioned Upon Construction of Improvements for the Atherton Estates Subdivision (VTSM 2025-01, Development Project No. 25-054), Developed by Torre Reich Construction, Inc. (Engineering)

F. Authorize the 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 Fiscal Year 2026-2027 Annual Insurance Renewals (Risk Management)

G. Authorize the Police Department to over hire one (1) Additional Police Officer Position, Effective July 15, 2026 (Human Relations)

H. Authorizing the City Manager to Approve Payment to the Central San Joaquin Valley Risk Management Authority (CSJVRMA) for the Fiscal Year 2026-2027 Annual Renewals of the Pooled Liability Program, Low Value Vehicle Coverage, Employee Assistance Program, and General Administration Costs (Risk Management)

I. Approving the Purchase of Five (5) Ford Police Interceptor AWD Utility Vehicles from Folsom Lake Ford Pursuant to the State of California Contract No. 1-22-23-14C, for a Total Amount Not to Exceed $315,741.10 (Fleet)

J. Awarding a Contract to Trane U.S. Inc. in the Amount of $1,480,297.50 for Heating, Ventilation, Air Conditioning and Refrigeration Repair and Maintenance (Maintenance)

K. Authorizing the Submission of a Measure L Rail Services Grant Application to StanCOG for Fiscal Year 2026-27 and 2027-28 for an On-Demand Rail Connectivity Project ($1,250,000) (Transit)

L. Reaffirming the Emergency Declaration and Determining the Construction of City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement" is Exempt from Provisions of CEQA (Engineering)

7. **FINAL READINGS**

8. **PUBLIC HEARINGS**

A. First Reading of an Ordinance Amending Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 17 (Itinerant Vendors) and Adding Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 29 (Sidewalk Vendors) (City Attorney)

9. **ACTION ITEMS**

A. Awarding Bid and Approving Agreements with Ensure Utility Inc. dba Phoenix Water Solutions in the Amount of $1,603,290 and Willdan Engineering in the Amount of $317,713 for City Project No. 25-057 “System Wide AMI and Water Meter Installation – Phase 1” (Engineering)

10. **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. The total time allotted for this public comment period shall not exceed thirty (30) minutes. 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.

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. **CLOSED SESSION**

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

14. **ADJOURNMENT**

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

Check Register dated 6/5/26 – 6/11/26
Payroll EFT 3/1/26 – 3/31/26

Isaac Moreno – Finance Director — Date 6-15-26

Christopher Fisher - Interim City Manager — Date 6-17-2026

City of Turlock

Payment Register

From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
159632	06/09/2026	Open			Accounts Payable	Grace & Ember, LLC	$3,500.00		
	Invoice		Date	Description			Amount		
	TPIP FY 25/26		06/09/2026	Turlock Partnership Incentive Program Participant			$3,500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,500.00		
159633	06/11/2026	Open			Accounts Payable	AGEE CONSTRUCTION CORPORATION	$532,051.02		
	Invoice		Date	Description			Amount		
	P2 CP23-068 BP2		05/27/2026	23-068 Construction Project Roads BP2 - April 2026			$532,051.02		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$532,051.02		
159634	06/11/2026	Open			Accounts Payable	AMERICAN VALLEY WASTE OIL INC	$150.00		
	Invoice		Date	Description			Amount		
	226994		05/14/2026	110.00 OIL USED OIL NON RCRA HAZARDOUS			$150.00		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$150.00		
159635	06/11/2026	Open			Accounts Payable	AMERINATN'L COMM SERVICE	$1,005.90		
	Invoice		Date	Description			Amount		
	LPM-26-000825		04/30/2026	Loan Service Provider FY 2025-26- April 2026			$1,005.90		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$1,005.90		
159636	06/11/2026	Open			Accounts Payable	AMERINATN'L COMM SERVICE	$1,004.13		
	Invoice		Date	Description			Amount		
	LPM-26-001041		05/31/2026	Loan Service Provider FY 2025-26- May 2026			$1,004.13		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$1,004.13		
159637	06/11/2026	Open			Accounts Payable	Aqua Source	$1,933.53		
	Invoice		Date	Description			Amount		
	407143		06/01/2026	Acid-Rite and Accu-Tab Products for Pool Treatment			$1,933.53		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,933.53		
159638	06/11/2026	Open			Accounts Payable	ASSOCIATED COMPRESSOR & EQUIPMENT LLC	$440.00		
	Invoice		Date	Description			Amount		
	42138-1		05/19/2026	Truck Charge			$440.00		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$440.00		
159639	06/11/2026	Open			Accounts Payable	AT&T Corp	$587.98		
	Invoice		Date	Description			Amount		
	0417775113		05/11/2026	SRWA - JPA, Surface Water, Operations- Internet Access May 2026			$587.98		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$587.98		

Payment Register

From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159640	06/11/2026	Open			Accounts Payable	AT&T MOBILITY	$155.63		
	Invoice		Date	Description			Amount		
	X06042026		05/26/2026	SRWA Industrial Data & Alarm May 2026			$155.63		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$155.63		
159641	06/11/2026	Open			Accounts Payable	AT&T/SBC	$66.51		
	Invoice		Date	Description			Amount		
	RELAY 6/1/26		06/01/2026	Acct# 248 134-2929 655 9/ California Relay Srvc TDD			$4.33		
	FIRE 6/1/26		06/01/2026	Acct# 233 841-5391 333 1/ Fire Dept			$62.18		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$66.51		
159642	06/11/2026	Open			Accounts Payable	AutoZone Stores LLC	$161.46		
	Invoice		Date	Description			Amount		
	05701135379		05/29/2026	MCYFS12FPX SP-526 16 SP-526-X MOTORCRAFT ORI SKU-000417847			$161.46		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$161.46		
159643	06/11/2026	Open			Accounts Payable	B & V Commercial Cleaning, Inc	$3,353.34		
	Invoice		Date	Description			Amount		
	4151		05/28/2026	SRWA - Janitorial Cleaning Service - Window Cleaning May 2026			$746.00		
	4171		06/01/2026	SRWA - Janitorial Cleaning Service - May 2026			$2,607.34		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$3,353.34		
159644	06/11/2026	Open			Accounts Payable	BICSEC SECURITY INC	$2,749.32		
	Invoice		Date	Description			Amount		
	240703		06/01/2026	TRANSIT CENTER; FIRE MONITORING; 7/01 - 7/31/2026			$186.25		
	240740		06/01/2026	CNG BLDG FIRE MONITORING: 7/1 - 7/31/2026			$138.25		
	240744		06/01/2026	FIRE STATION FIRE MONITORING: 7/01 - 7/31/2026			$121.25		
	240746		06/01/2026	TRANSIT CENTER; COMMERCIAL MONITORING; 7/01 - 7/31/2026			$20.00		
	240748		06/01/2026	CHLORINE BLDG- FIRE MONITORING; 7/01 - 7/31/2026			$161.25		
	240749		06/01/2026	CITY HALL; COMMERCIAL & FIRE MONITORING: 7/01 - 7/31/2026			$195.00		
	240750		06/01/2026	SWITCH GEAR FIRE MONITORING: 7/01 - 7/31/2026			$120.00		
	240909		06/01/2026	ASSESSMENT BLDG; COMMERCIAL MONITORING: 7/01 - 7/31/2026			$36.00		
	240910		06/01/2026	ASSESSMENT BLDG; FIRE MONITORING: 7/01 - 7/31/2026			$263.00		
	240959		06/01/2026	PEDRETTI SHOP; COMMERCIAL MONITORING 7/1 - 7/31/2026			$36.00		
	240964		06/01/2026	FLEET; COMMERCIAL MONITORING: 7/01 - 7/31/2026			$36.00		
	240969		06/01/2026	UTILITIES MAINT.; COMMERCIAL MONITORING: 7/1 - 7/31/2026			$36.00		
	240970		06/01/2026	PAINT SHOP; COMMERCIAL MONITORING: 7/01 - 7/31/2026			$36.00		

Payment Register

From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	241672		06/01/2026	PSF BLDG- UL Cert. & Fire Inspections; 7/01-7/31/2026			$241.66			
	240565		05/01/2026	PSF BLDG- UL Cert. & Fire Inspections; 6/01-6/30/2026			$241.66			
	240988		06/01/2026	BUS SHOP; COMMERCIAL MONITORING: 7/01 - 7/31/2026			$36.00			
	240975		06/01/2026	PARKS, REC & PFM; COMMERCIAL MONITORING: 7/01 - 7/31/2026			$36.00			
	241394		06/01/2026	TRAINING FACILITY - MISC. MONITORING 7/1-9/30/2026			$542.75			
	240691		06/01/2026	SRWA BICSEC - SECURITY AND FIRE ALARM MONITORING July 2026			$266.25			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,378.32			
	205 - Sports Facilities			205.11000 (Cash)			$36.00			
	217 - Streets - Gas Tax			217.11000 (Cash)			$36.00			
	246 - Landscape Assessment			246.11000 (Cash)			$299.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$281.25			
	420 - WATER			420.11000 (Cash)			$36.00			
	426 - Transit			426.11000 (Cash)			$380.50			
	505 - Fleet			505.11000 (Cash)			$36.00			
	950 - SRWA - JPA			950.11000 (Cash)			$266.25			
159645	06/11/2026	Voided	DUPLICATE ENTRY	06/11/2026	Accounts Payable	Black Water Consulting Engineers, Inc.		$85,803.25		
	Invoice		Date	Description			Amount			
	8730		01/31/2026	SR01, 24-025 Morgan Ranch Sewer Lift Station-1/31/26			$21,877.25			
	4902		03/31/2026	SR01, 24-025 Morgan Ranch Sewer Lift Station-3/31/26			$31,963.00			
	8902		03/31/2026	SR01, 24-025 Morgan Ranch Sewer Lift Station-3/31/26			$31,963.00			
	Paying Fund			Cash Account			Amount			
	414 - Sewer LIne/Trunk Construction			414.11000 (Cash)			$85,803.25			
159646	06/11/2026	Open			Accounts Payable	Blair, Church & Flynn Consulting Engineers, Inc.		$27,843.88		
	Invoice		Date	Description			Amount			
	88709		05/31/2026	SR05, 25-028 Digestor 3 Structural and Corrosion-3/31/26			$27,843.88			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$27,843.88			
159647	06/11/2026	Open			Accounts Payable	BUREAU VERITAS NO AMERICA		$3,487.50		
	Invoice		Date	Description			Amount			
	26017434RI00293		04/14/2026	PLAN REVIEW SERVICES FOR BP#24-1146 REV 1			$557.25			
	26017436RI00293		04/14/2026	PLAN REVIEW SERVICES			$480.00			
	26021823RI00293		05/01/2026	PLAN REVIEW SERVICES FOR BP#26-0054			$917.25			
	26022478RI00293		05/11/2026	PLAN REVIEW SERVICES FOR BP#25-1529			$843.00			
	26022800RI00293		05/14/2026	PLAN REVIEW SERVICES FOR BP#26-0287			$690.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$3,487.50			

Payment Register

From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159648	06/11/2026	Open			Accounts Payable	CDW LLC	$3,093.22		

Invoice	Date	Description	Amount
AJ4F21Y	05/19/2026	Adobe Acrobat Pro - PD	$103.68
AI8NS1D	04/10/2026	PAN 440 + SUP + SRGPRT	$1,233.98
AI8QA1N	04/13/2026	PAN 440 + SUP + SRGPRT	$253.80
AJ33L1L	05/15/2026	CDW-G EOC INPUTS	$1,501.76

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$1,591.46
119 - American Rescue Plan Act	119.11000 (Cash)	$1,501.76

159649	06/11/2026	Open			Accounts Payable	Central Sanitary Supply LLC, a BradyPLUS company	$2,006.67		

Invoice	Date	Description	Amount
11523645	04/03/2026	JANITORIAL PAPER & CLEANING SUPPLIES	$291.55
11458109a	03/20/2026	JANITORIAL PAPER & CLEANING SUPPLIES	($36.44)
11556904	04/10/2026	JANITORIAL PAPER & CLEANING SUPPLIES	$677.35
11590329	04/17/2026	JANITORIAL PAPER & CLEANING SUPPLIES	$1,052.05
11642260	04/29/2026	JANITORIAL PAPER & CLEANING SUPPLIES	$16.62
11674720	05/06/2026	JANITORIAL PAPER & CLEANING SUPPLIES	$5.54

Paying Fund	Cash Account	Amount
505 - Fleet	505.11000 (Cash)	$2,006.67

159650	06/11/2026	Open			Accounts Payable	CHARTER COMMUNICATIONS	$333.75		

Invoice	Date	Description	Amount
0006514051526	05/15/2026	INTERNET AT CITY BLDGS; SENIOR CENTER; MARTY YERBY & RUBE BOESCH	$333.75

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$333.75

159651	06/11/2026	Open			Accounts Payable	CITIBANK, N.A. dba HOME DEPOT CREDIT SERVICES	$8,212.96		

Invoice	Date	Description	Amount
HD-5/13/26	05/13/2026	HD Charges Act#6035 3225 3928 9177 - 5/13/26 Statement	$8,212.96

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,153.61
205 - Sports Facilities	205.11000 (Cash)	$1,396.23
217 - Streets - Gas Tax	217.11000 (Cash)	$977.94
246 - Landscape Assessment	246.11000 (Cash)	$1,415.40
420 - WATER	420.11000 (Cash)	$329.87
426 - Transit	426.11000 (Cash)	$320.11
505 - Fleet	505.11000 (Cash)	$619.80

159652	06/11/2026	Open			Accounts Payable	CLARK PEST CONTROL OF STOCKTON, INC	$9,001.00		

Invoice	Date	Description	Amount
39708784	05/12/2026	SRWA Pest/Weed Control Services Monthly FY 25/26 Pest May 2026	$320.00
39819773	05/12/2026	SRWA Pest/Weed Control Services Monthly FY 25/26 Weed May 2026	$2,370.00
MW-05-26	05/31/2026	MONTHLY PEST WEED CONTROL SERVICES - MAY 2026	$4,502.00
MP-05-26	05/31/2026	MONTHLY PEST CONTROL SERVICES - MAY 2026	$1,809.00

Payment Register

From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$439.00		
	217 - Streets - Gas Tax			217.11000 (Cash)			$2,086.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,626.00		
	416 - Recycled Water Sales			416.11000 (Cash)			$76.00		
	420 - WATER			420.11000 (Cash)			$876.00		
	426 - Transit			426.11000 (Cash)			$61.00		
	505 - Fleet			505.11000 (Cash)			$147.00		
	950 - SRWA - JPA			950.11000 (Cash)			$2,690.00		
159653	06/11/2026	Open			Accounts Payable	Concept Autobody Inc	$1,400.00		
	Invoice		Date	Description			Amount		
	17665		05/14/2026	AD13-4417 body repair			$1,400.00		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$1,400.00		
159654	06/11/2026	Open			Accounts Payable	CRIME GUARD INC	$6,324.00		
	Invoice		Date	Description			Amount		
	29559		06/02/2026	LIVE MONITORING; DONNELLY PARK; 5/01-5/31/2026			$868.00		
	29555		06/02/2026	LIVE MONITORING; CENTRAL PARK; 5/01-5/31/2026			$1,736.00		
	29557		06/02/2026	LIVE MONITORING; CORP YARD; 5/01-5/31/2026			$1,116.00		
	29556		06/02/2026	LIVE MONITORING; COLUMBIA PARK; 5/01-5/31/2026			$868.00		
	29554		06/02/2026	LIVE MONITORING; BROADWAY PARK; 5/01-5/31/2026			$868.00		
	29558		06/02/2026	LIVE MONITORING; DENIAR PARK; 5/01-5/31/2026			$868.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$6,324.00		
159655	06/11/2026	Open			Accounts Payable	DANIEL B COZAD DBA CENTRAL VALLEY SALINITY COALIAT	$16,592.25		
	Invoice		Date	Description			Amount		
	26-3295		05/21/2026	2026 ANNUAL PARTICIPATION FEE CV - SALTS ID: 3295			$16,592.25		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$16,592.25		
159656	06/11/2026	Open			Accounts Payable	DF ENGINEERING INC	$4,200.00		
	Invoice		Date	Description			Amount		
	24371		05/04/2026	SR02, 25-064 Senior Center Parking Lot Improvements-5/4/26			$4,200.00		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			$4,200.00		
159657	06/11/2026	Open			Accounts Payable	DUBLIN AUTOMOTIVE GROUP DBA TURLOCK CHRYSLER DODGE	$31.02		
	Invoice		Date	Description			Amount		
	76628		06/02/2026	6511782AA BOLT TORX			$15.51		
	76592		06/02/2026	4 6511782AA BOLT TORX			$15.51		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$31.02		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159658	06/11/2026	Open			Accounts Payable	EQUIFAX	$285.58		
	Invoice		Date	Description			Amount		
	2073539856		05/31/2026	EQUIFAX-CREDIT CHECK 25/26- May 2026 Services			$285.58		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$285.58		
159659	06/11/2026	Open			Accounts Payable	FASTENAL COMPANY INC	$1,144.29		
	Invoice		Date	Description			Amount		
	CATUR206688		05/28/2026	1 1 0 120-3-04 TKCA24600			$1,103.62		
	CATUR205426		06/01/2026	0 BINV MELB 3/16TX1/8M TKCA21882 440312-131280			$40.67		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,144.29		
159660	06/11/2026	Open			Accounts Payable	FEDERAL EXPRESS	$31.96		
	Invoice		Date	Description			Amount		
	9-327-00232		06/05/2026	SHIPPING CHARGES FOR 6/5/26			$31.96		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$31.96		
159661	06/11/2026	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	$17,300.50		
	Invoice		Date	Description			Amount		
	7372		06/01/2026	Security Services for City Hall May 2026			$6,370.00		
	7373		06/01/2026	Security Services for City Hall-Special Meetings May 2026			$346.50		
	7331		06/01/2026	SRWA - Unarmed Security Services May 2026			$10,584.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$6,716.50		
	950 - SRWA - JPA			950.11000 (Cash)			$10,584.00		
159662	06/11/2026	Open			Accounts Payable	GARTON TRACTOR INC	$775.64		
	Invoice		Date	Description			Amount		
	P8652401		06/02/2026	91759446 SEAT DRIVER			$775.64		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$775.64		
159663	06/11/2026	Open			Accounts Payable	GILLIG LLC	$902.25		
	Invoice		Date	Description			Amount		
	41444550		05/27/2026	1 82-60186-000 10 EA ELEMENT, FILTER			$607.21		
	41445713		05/29/2026	51-65924-000 2 EA LAMP, DRIVER/MAP, PETERSON LED SWIV			$95.57		
	41446764		06/02/2026	13-55371-069 1 EA HARNESS ASM, PA AMP W/ 12-PIN (DC			$199.47		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$902.25		
159664	06/11/2026	Open			Accounts Payable	Goldfarb & Lipman LLP	$1,058.50		
	Invoice		Date	Description			Amount		
	494394		05/28/2026	Legal Services- Housing FY 2025-26- April 2026			$1,058.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$766.50		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$182.50		
	259 - HOME-ARP			259.11000 (Cash)			$109.50		

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159665	06/11/2026	Open			Accounts Payable	GRAINGER INC, W W	$1,706.32		
	Invoice		Date	Description			Amount		
	9929511880		05/27/2026	REPLACEMENT FUSE FOR BLOWER #6 IN NEW BLOWER BUILDING			$1,640.92		
	9933306194		05/29/2026	DI WATER O RING KITS FAUCET IN LAB			$65.40		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,640.92		
	420 - WATER			420.11000 (Cash)			$65.40		
159666	06/11/2026	Open			Accounts Payable	Granite Appraisal Group	$2,250.00		
	Invoice		Date	Description			Amount		
	9566		05/20/2026	Appraisal of 3763 Honeycreeper Drive- Rehab Program			$750.00		
	9607		05/15/2026	Appraisal of 3110 Andre Ln., Turlock- Rehab Program			$750.00		
	6906		06/01/2026	Appraisal of 1050 N. Tully Road- Rehab Program			$750.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$2,250.00		
159667	06/11/2026	Open			Accounts Payable	GREEN HORIZON INC	$1,660.00		
	Invoice		Date	Description			Amount		
	51324		06/01/2026	SRWA - Landscape Services-Green Horizon - May 2026			$1,660.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$1,660.00		
159668	06/11/2026	Open			Accounts Payable	HCI SYSTEMS, INC	$4,251.05		
	Invoice		Date	Description			Amount		
	I0161053		05/28/2026	5/14/26 - FIRE SYSTEM REPAIR @ CHLORINE BLDG; REPLACED 4 GAUGES			$3,751.05		
	I0150585		03/03/2026	CHLORINE BLDG- ANNUAL FIRE PUMP INSPECTION - 1/22/2026			$500.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$4,251.05		
159669	06/11/2026	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	$676.42		
	Invoice		Date	Description			Amount		
	INV01056736		05/26/2026	SRWA supplies - Colormeter, DPD, Reagent, Buffer, Sulfuric Acid			$676.42		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$676.42		
159670	06/11/2026	Open			Accounts Payable	HILMAR LUMBER INC	$1,761.28		
	Invoice		Date	Description			Amount		
	784362		05/20/2026	WQC SUPPLIES			$680.30		
	784337		05/20/2026	PENLIGHT BLK/RED			$53.86		
	784012		05/19/2026	1/3/4 X 5/8 STAINLESS STEEL/ BATTERY PACK/ CLAMP			$337.84		
	785755		05/27/2026	SUPPLIES FOR WQC			$689.28		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,761.28		

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159671	06/11/2026	Open			Accounts Payable	Linda M. Fish	$5,400.00		
	Invoice		Date	Description			Amount		
	00984		05/27/2026	City Trees Landscape Professional Services (Tasks-Other 4, 5, 6)			$5,400.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$5,400.00		
159672	06/11/2026	Open			Accounts Payable	Linde Inc.	$3,255.23		
	Invoice		Date	Description			Amount		
	57145277		06/04/2026	SRWA SUPPLY & DELIVERY OF LIQUID OXYGEN 6.04.26			$3,255.23		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$3,255.23		
159673	06/11/2026	Open			Accounts Payable	LINDSAY CORPORATION DBA ELECSYS INTERNATIONAL, LLC	$84.00		
	Invoice		Date	Description			Amount		
	SIP-E233379		05/21/2026	MAY 2026 CELL DATA ADN SAT DATA SERVICES			$84.00		
	Paying Fund			Cash Account			Amount		
	416 - Recycled Water Sales			416.11000 (Cash)			$84.00		
159674	06/11/2026	Open			Accounts Payable	Machado & Sons Construction, Inc.	$7,750.56		
	Invoice		Date	Description			Amount		
	Retention 25-041		04/30/2026	25-041 City Utility Trench Repair 2025-4/30/26			$7,750.56		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$6,045.44		
	420 - WATER			420.11000 (Cash)			$1,705.12		
159675	06/11/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	$364.75		
	Invoice		Date	Description			Amount		
	726002131		05/27/2026	SRWA LABORATORY ANALYSIS SERVICES 76E0004 5.04.26			$204.25		
	726002201		06/02/2026	SRWA LABORATORY ANALYSIS SERVICES 76E0003 5.04.26			$160.50		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$364.75		
159676	06/11/2026	Open			Accounts Payable	Montrose Environmental Solutions, Inc.	$1,489.00		
	Invoice		Date	Description			Amount		
	CINV-513594		04/30/2026	SR01, 22-035 Inters Improv Countryside and Business Ent-4/30/26			$1,489.00		
	Paying Fund			Cash Account			Amount		
	215 - Streets - Grant Funded Projects			215.11000 (Cash)			$1,489.00		
159677	06/11/2026	Open			Accounts Payable	Mountain Cascade, Inc.	$187,873.23		
	Invoice		Date	Description			Amount		
	P1 CP23-068 BP3		06/02/2026	23-068 Construction Roads BP3 - April 2026			$187,873.23		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$187,873.23		
159678	06/11/2026	Open			Accounts Payable	MY BARK CO INC	$9,260.28		
	Invoice		Date	Description			Amount		
	1-082601		02/24/2026	ENGINEERED WOOD FIBER FOR PLAYGROUNDS			$9,165.23		

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	4-082604		02/26/2026	ENGINEERED WOOD FIBER FOR PLAYGROUNDS			$95.05			
	Paying Fund			Cash Account			Amount			
	301 - Capital Improvements			301.11000 (Cash)			$9,260.28			
159679	06/11/2026	Open			Accounts Payable	NAPA AUTO PARTS		$3,222.25		
	Invoice		Date	Description			Amount			
	858519		05/27/2026	NPF002 NAF 2.5 DEF			$141.10			
	858520		05/27/2026	908DFT716 DEK 8D BATTERY S/P ()			$550.84			
	858632		05/28/2026	48882867 GRT GOLD BRAKE ROTOR			$652.37			
	858639		05/28/2026	7060MP FIL ENGINE OIL FILTER			$52.57			
	858653		05/28/2026	1748XD FIL OIL FILTER			$266.76			
	858679		05/29/2026	92-1227 ECH SENSOR - TPMS ()			$60.06			
	858790		06/01/2026	92618 MMM 175 BLACK 3460 ()			$23.90			
	858792		06/01/2026	NPF002 NAF 2.5 DEF ()			$141.10			
	858892		06/02/2026	38072 FNY ROSIN CORE SOLDER ()			$25.22			
	858922		06/02/2026	25-9465 NBH V-BELT ()			$52.82			
	858930		06/02/2026	7565 BAT BCI 65 BATTERY			$778.41			
	858937		06/02/2026	213-3152B RAY REMAN ALTERNATOR ()			$154.58			
	858941		06/03/2026	1131MF DEK GRP 31 THREADED (7236)			$268.83			
	858951		06/03/2026	7555970 BK WHEEL BEARING			$53.69			
	Paying Fund			Cash Account			Amount			
	426 - Transit			426.11000 (Cash)			$25.22			
	505 - Fleet			505.11000 (Cash)			$3,197.03			
159680	06/11/2026	Open			Accounts Payable	OFFICIA IMAGING INC DBA MO-CAL OFFICE SOLUTIONS		$89.78		
	Invoice		Date	Description			Amount			
	AR1421396		05/25/2026	CAO - MONTHLY MAINT 4/28/26-5/27/26 (RICOH IMC3010)			$16.74			
	AR1421394		05/25/2026	WQC MONTHLY MAINT 4/27/26-5/26/26 (RICOH IMC3010)			$36.56			
	AR1409604		04/26/2026	WQC MONTHLY MAINT 3/27/26-4/26/26 (RICOH IMC3010)			$36.48			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$16.74			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$73.04			
159681	06/11/2026	Open			Accounts Payable	OREILLY AUTO PARTS		$1,545.60		
	Invoice		Date	Description			Amount			
	2800-262100		05/26/2026	MON SC2955 STABILIZER			$50.67			
	2800-262671		05/28/2026	PRE 5CB40486 CTRL ARM ASY			$180.32			
	2800-262770		05/28/2026	1 PRE 6CB40487 CTRL ARM ASY LT			$180.32			
	2800-262830		05/28/2026	ULT R110518 ALTERNATOR			$329.38			
	2800-263227		05/29/2026	STD UF865 COP COIL			$848.36			
	2800-263012		05/28/2026	ULT R110518 Core Return			($43.45)			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$1,545.60			
159682	06/11/2026	Open			Accounts Payable	P G & E		$43.03		
	Invoice		Date	Description			Amount			
	COLUMBIA 6/2/26		06/02/2026	6180280303-3 / 600 Columbia St			$8.65			
	HIGH 6/2/26		06/02/2026	0221941093-9 / 595 High St			$8.92			

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	R.BOESCH 6/2/26		06/02/2026	4388605407-1 / 275 N Orange			$16.81		
	ARMORY 6/2/26		06/02/2026	7255483135-3 / 1040 Flower St			$8.65		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$43.03		
159683	06/11/2026	Open			Accounts Payable	Perkins dba Zacks Handyman and Construction, Nathan Zackery	$2,489.50		
	Invoice		Date	Description			Amount		
	20192516A		04/27/2026	10% Retention Payment- Completion filed 05/08/2026			$2,489.50		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$2,489.50		
159684	06/11/2026	Open			Accounts Payable	PETERSON ROOFING CO, INC	$1,850.00		
	Invoice		Date	Description			Amount		
	2251		06/01/2026	DOWNSPOUT INSTALLATION; 5/1/2026 - 701 S. WALNUT			$1,850.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$1,850.00		
159685	06/11/2026	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	$1,279.70		
	Invoice		Date	Description			Amount		
	129176		03/31/2026	SR03, 24-025 Morgan R Sewer Lift Station & Offsite Pipe-3/31/26			$804.00		
	128324		02/28/2026	SR03, 24-025 Morgan R Sewer Lift Station & Offsite Pipe-2/28/26			$475.70		
	Paying Fund			Cash Account			Amount		
	414 - Sewer LIne/Trunk Construction			414.11000 (Cash)			$1,279.70		
159686	06/11/2026	Open			Accounts Payable	QUAD KNOPF, INC. dba QK	$4,575.00		
	Invoice		Date	Description			Amount		
	132281		05/30/2026	SR01, 25-057 System Wide AMI and Water Meter-5/30/26			$4,575.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$4,575.00		
159687	06/11/2026	Open			Accounts Payable	ROBBINS, BROWNING, GODWIN & MARCHINI LLP	$420.00		
	Invoice		Date	Description			Amount		
	75901		05/31/2026	Conflict Counsel Services 5-31-26			$420.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$420.00		
159688	06/11/2026	Open			Accounts Payable	ROBERTSON - BRYAN INC	$7,509.25		
	Invoice		Date	Description			Amount		
	17556.5		04/30/2026	NPDES PERMIT COMPLIANCE SERVICES TASK 5 THORUGH APRIL 15, 2026			$2,560.25		
	17556.4.3		04/30/2026	NPDES PERMIT COMPLIANCE SERVICES TASK 4 DMCTHM STUDY APRIL 2026			$4,949.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$2,560.25		
	416 - Recycled Water Sales			416.11000 (Cash)			$4,949.00		

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159689	06/11/2026	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$1,890.20		
	Invoice		Date	Description			Amount		
	3046287596		05/27/2026	AR15-1039:MOM REGULATOR-ITT, CROSS			$1,205.69		
	3046317336		05/27/2026	MF17-1004:MOM UNION-#6 ORB X #6 ORB			$151.64		
	3046332397		05/29/2026	HC3Z1A189F:FRD KIT - TPMS SENSOR			$532.87		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,890.20		
159690	06/11/2026	Open			Accounts Payable	SAFE-T-LITE OF MODESTO, INC	$1,432.68		
	Invoice		Date	Description			Amount		
	410505		06/04/2026	2026 Pentecost Parade			$1,432.68		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,432.68		
159691	06/11/2026	Open			Accounts Payable	SHARPENING SHOP	$885.11		
	Invoice		Date	Description			Amount		
	465101		06/01/2026	25.4CC TELESCOPING SHAFT PRUNER			$760.36		
	465086		06/01/2026	AIR FILTER; 63PMC CHAIN LOOP X4; WOOD CUTTER BAR OIL GAL			$124.75		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$124.75		
	246 - Landscape Assessment			246.11000 (Cash)			$760.36		
159692	06/11/2026	Open			Accounts Payable	SHI International Corp.	$20,000.00		
	Invoice		Date	Description			Amount		
	B21232293		05/26/2026	GoGov City Mobile App 2/1/2026 - 1/31/2027			$20,000.00		
	Paying Fund			Cash Account			Amount		
	119 - American Rescue Plan Act			119.11000 (Cash)			$17,900.00		
	426 - Transit			426.11000 (Cash)			$2,100.00		
159693	06/11/2026	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	$78,369.44		
	Invoice		Date	Description			Amount		
	51937		05/06/2026	25-026 Design Roads Task 3 - April 2026			$67,347.93		
	51969		05/11/2026	26-017 Design Roads Task 4 - April 2026			$11,021.51		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$78,369.44		
159694	06/11/2026	Open			Accounts Payable	SIGALA INC	$8,325.00		
	Invoice		Date	Description			Amount		
	053126		06/02/2026	HOME-ARP Invoice: April &May 2026- Development & Release of NOFA			$8,325.00		
	Paying Fund			Cash Account			Amount		
	259 - HOME-ARP			259.11000 (Cash)			$8,325.00		
159695	06/11/2026	Open			Accounts Payable	SOUTHERN TIRE MART	$88.73		
	Invoice		Date	Description			Amount		
	7320023608		06/01/2026	4.80-8/6 CARL SPORT TRAIL			$88.73		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$88.73		
159696	06/11/2026	Open			Accounts Payable	TEST.COM INC	$2,000.00		
	Invoice		Date	Description			Amount		
	607-w4374-1		05/26/2026	Gauge Professional Subscription			$2,000.00		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,000.00			
	420 - WATER			420.11000 (Cash)			$1,000.00			
159697	06/11/2026	Open			Accounts Payable	TURF STAR		$1,336.09		
	Invoice		Date	Description			Amount			
	INV156767		05/27/2026	131-6083: GEARBOX ASM			$1,233.51			
	INV158057		06/02/2026	W21066-0810: REGULATOR-VOLTAGE			$102.58			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$1,336.09			
159698	06/11/2026	Open			Accounts Payable	TURLOCK DOWNTOWN &		$78,529.87		
	Invoice		Date	Description			Amount			
	FY 25.26.2ndInst		06/09/2026	FY 25/26 PBID Assessments 2nd Installment			$78,529.87			
	Paying Fund			Cash Account			Amount			
	706 - Prop & Busi Improve Dist (PBID)			706.11000 (Cash)			$78,529.87			
159699	06/11/2026	Open			Accounts Payable	TURLOCK JOURNAL		$1,372.00		
	Invoice		Date	Description			Amount			
	418845		05/14/2026	AD 5456 NTC for CP 26-026 Water Line Replace Lyons Ave			$475.00			
	419952		05/28/2026	AD 5461 for CP 25-057 Systemwide AMI & Water Meter Installation			$460.00			
	419953		05/30/2026	AD 5462 CP 25-047 HVAC and Roof Replacement			$437.00			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$437.00			
	420 - WATER			420.11000 (Cash)			$935.00			
159700	06/11/2026	Open			Accounts Payable	TURLOCK SCAVENGER CO INC		$1,300,000.00		
	Invoice		Date	Description			Amount			
	JUNE 2026 PYMT		06/01/2026	JUNE 2026 PAYMENT			$1,300,000.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,300,000.00			
159701	06/11/2026	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.		$95,205.78		
	Invoice		Date	Description			Amount			
	PP10/CP23-040		05/31/2026	23-040 Water Line Replacement for 2024 Roads Prog Constr-5/31/26			$10,023.67			
	PP7/CP23-067 BP1		05/12/2026	23-067 Construction Roads BP1 FINAL			$85,182.11			
	Paying Fund			Cash Account			Amount			
	218 - Measure L			218.11000 (Cash)			$85,182.11			
	414 - Sewer LIne/Trunk Construction			414.11000 (Cash)			$1,002.36			
	420 - WATER			420.11000 (Cash)			$9,021.31			
159702	06/11/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA		$17,122.33		
	Invoice		Date	Description			Amount			
	53914547		05/26/2026	SODIUM HYPOCHLORITE			$17,122.33			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$17,122.33			
159703	06/11/2026	Open			Accounts Payable	VERIZON WIRELESS		$562.82		
	Invoice		Date	Description			Amount			
	6142724751		04/04/2026	972530635-00024 BUILDING & PLANNING (4/4-5/3)			$281.43			
	6140210362		03/04/2026	972530635-00024 BUILDING & PLANNING (3/4-4/3)			$281.39			

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From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$562.82		
159704	06/11/2026	Open			Accounts Payable	Xerox Corporation dba Xerox Business Solutions LLC	$2,450.54		
	Invoice		Date	Description			Amount		
	IN5358127		04/30/2026	Printer Maintenance and Management System 11/25/25 -10/25/26			$2,450.54		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,184.78		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$4.59		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$94.25		
	420 - WATER			420.11000 (Cash)			$117.75		
	501 - Information Technology			501.11000 (Cash)			$35.78		
	505 - Fleet			505.11000 (Cash)			$13.39		
159705	06/11/2026	Open			Accounts Payable	Ashby David & Ferriz-Ashby Fabiola	$353.50		
	Invoice		Date	Description			Amount		
	APN: 087010057		06/05/2026	Autumn Brook No. 1 - 2439 AUTUMN MOON WAY			$353.50		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$353.50		
159706	06/11/2026	Open			Accounts Payable	BARTH ROOFING COMPANY	$735.58		
	Invoice		Date	Description			Amount		
	2026-00001015		05/13/2026	FULL REFUND OF BP25-1326			$735.58		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$664.58		
	240 - Small Equipment Replacement			240.11000 (Cash)			$71.00		
159707	06/11/2026	Open			Accounts Payable	CAVAZOS , CHRISTIAN	$350.00		
	Invoice		Date	Description			Amount		
	CCAVAZOS-REIM.		06/04/2026	BOOT REIMBURSEMENT - UNIFORM			$350.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$350.00		
159708	06/11/2026	Open			Accounts Payable	Francisco, Veronica	$497.17		
	Invoice		Date	Description			Amount		
	ProfDev FY 25/26		06/03/2026	ProfDev FY 25/26			$497.17		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$248.58		
	420 - WATER			420.11000 (Cash)			$248.59		
159709	06/11/2026	Open			Accounts Payable	GONZALEZ, LEO	$341.55		
	Invoice		Date	Description			Amount		
	TR5308		05/10/2026	HOTEL REIMBURSEMENT: WORK ZONE SAFETY: 5/10-5/12/2026			$341.55		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$341.55		
159710	06/11/2026	Open			Accounts Payable	Machado-Vega Patricia May	$353.50		
	Invoice		Date	Description			Amount		
	APN: 087010052		06/05/2026	Autumn Brook No. 1 - 2319 AUTUMN MOON WAY			$353.50		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$353.50		

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From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159711	06/11/2026	Open			Accounts Payable	Moreno, Isaac	$475.75		

Invoice	Date	Description	Amount
TR5253 PerDiem	06/08/2026	TR5253 Per Diem, Mileage & Airport parking	$475.75

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$475.75

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159712	06/11/2026	Open			Accounts Payable	Packwood, Karen	$700.00		

Invoice	Date	Description	Amount
ProfDev FY 25/26	05/27/2026	ProfDev FY 25/26	$700.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$336.00
205 - Sports Facilities	205.11000 (Cash)	$42.00
217 - Streets - Gas Tax	217.11000 (Cash)	$105.00
246 - Landscape Assessment	246.11000 (Cash)	$105.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$112.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159713	06/11/2026	Open			Accounts Payable	Silva, Nadine	$250.00		

Invoice	Date	Description	Amount
TR5252 PerDiem	06/08/2026	TR5252 Per Diem	$250.00

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159714	06/11/2026	Open			Accounts Payable	Black Water Consulting Engineers, Inc.	$53,840.25		

Invoice	Date	Description	Amount
8730	01/31/2026	SR01, 24-025 Morgan Ranch Sewer Lift Station-1/31/26	$21,877.25
8902	03/31/2026	SR01, 24-025 Morgan Ranch Sewer Lift Station-3/31/26	$31,963.00

Paying Fund	Cash Account	Amount
414 - Sewer LIne/Trunk Construction	414.11000 (Cash)	$53,840.25

Type Check Totals: 83 Transactions $2,655,261.16

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	$2,569,457.91	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$85,803.25	$0.00
	Stopped	0	$0.00	$0.00

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From Payment Date: 6/5/2026 - To Payment Date: 6/11/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	83	$2,655,261.16		$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	$2,569,457.91	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$85,803.25	$0.00
	Stopped	0	$0.00	$0.00
	Total	83	$2,655,261.16	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**82**	**$2,569,457.91**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$85,803.25**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**83**	**$2,655,261.16**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**82**	**$2,569,457.91**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**1**	**$85,803.25**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**83**	**$2,655,261.16**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 3/1/2026 - To Payment Date: 3/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PR - Payroll Account									
EFT									
171269	03/31/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$155.12		
	Invoice		Date	Description			Amount		
	3/28/26PR-MENDOZ		03/31/2026	3/28/26PR-MEDICARE-E MENDOZA-MANZO			$155.12		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$155.12		
171270	03/04/2026	Open			Accounts Payable	CalPERS	$2,250.00		
	Invoice		Date	Description			Amount		
	100000018227404		03/04/2026	GASB 68 REPORTING SERVICES FEE FOR 25/26 AUDIT			$2,250.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,250.00		
171271	03/05/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$4,011.03		
	Invoice		Date	Description			Amount		
	BE006959637A		03/05/2026	DENTAL PREMIUMS - FEBRUARY 2026			$4,011.03		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$4,011.03		
171272	03/05/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$6,744.30		
	Invoice		Date	Description			Amount		
	BE006959637C		03/05/2026	DELTA DENTAL CLAIMS FOR 2/20/26-2/26/26			$6,744.30		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$6,744.30		
171273	03/05/2026	Open			Accounts Payable	UMR	$71,478.55		
	Invoice		Date	Description			Amount		
	2/24-3/2/26		03/05/2026	UMR CLAIMS FOR 2/24/26-3/2/26			$71,478.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$71,478.55		
171274	03/06/2026	Open			Accounts Payable	CA SDU	$2,433.04		
	Invoice		Date	Description			Amount		
	2/28/26PR		03/06/2026	2/28/26PR-CHILD SUPPORT PAYMENT			$2,433.04		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,433.04		
171275	03/06/2026	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description			Amount		
	2/28/26PR		03/06/2026	2/28/26PR-GOLDEN 1 CU			$2,897.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,897.00		
171276	03/11/2026	Open			Accounts Payable	ICMA-RC	$117,166.63		
	Invoice		Date	Description			Amount		
	2/28/26PR		03/11/2026	2/28/26PR-ICMA			$117,166.63		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$117,166.63		
171277	03/06/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$230,124.75		
	Invoice		Date	Description			Amount		
	2/28/26PR		03/06/2026	2/28/26PR-FEDERAL TAXES			$230,124.75		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	104 - Payroll Clearing Fund			104.11000 (Cash)		$230,124.75			
171278	03/06/2026	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$73,422.55		
	Invoice		Date	Description		Amount			
	2/28/26PR		03/06/2026	2/28/26PR-STATE TAXES		$73,422.55			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$73,422.55			
171279	03/06/2026	Open			Accounts Payable	T A P O	$7,110.44		
	Invoice		Date	Description		Amount			
	2/28/26PR		03/06/2026	2/28/26PR-TAPO DUES		$7,110.44			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$7,110.44			
171280	03/06/2026	Open			Accounts Payable	T C E A	$3,078.00		
	Invoice		Date	Description		Amount			
	2/28/26PR		03/06/2026	2/28/26PR-TCEA DUES		$3,078.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,078.00			
171281	03/16/2026	Open			Accounts Payable	TFRA	$10,910.46		
	Invoice		Date	Description		Amount			
	2/28/26PR-RHS		03/16/2026	2/28/26PR-TFRA RHS DUES		$10,910.46			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$10,910.46			
171282	03/06/2026	Open			Accounts Payable	TMAPS	$200.00		
	Invoice		Date	Description		Amount			
	2/28/26PR		03/06/2026	2/28/26PR-TMAPS DUES		$200.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$200.00			
171283	03/16/2026	Open			Accounts Payable	T A P O	$19,053.12		
	Invoice		Date	Description		Amount			
	2/28/26PR-RHS		03/16/2026	2/28/26PR-TAPO RHS DUES		$19,053.12			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$19,053.12			
171284	03/06/2026	Open			Accounts Payable	T C E A	$76.00		
	Invoice		Date	Description		Amount			
	2/28/26PR-BENEVO		03/06/2026	2/28/26PR-TCEA BENEVOLENCE DUES		$76.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$76.00			
171285	03/10/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$7,627.60		
	Invoice		Date	Description		Amount			
	BE006970338C		03/10/2026	DELTA DENTAL CLAIMS FOR 2/27/26-3/5/26		$7,627.60			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$7,627.60			
171286	03/12/2026	Open			Accounts Payable	UMR	$112,796.24		
	Invoice		Date	Description		Amount			
	3/3-3/9/26		03/12/2026	UMR CLAIMS FOR 3/3/26-3/9/26		$112,796.24			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$112,796.24			

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From Payment Date: 3/1/2026 - To Payment Date: 3/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
171287	03/16/2026	Open			Accounts Payable	CalPERS	$380,754.71		
	Invoice		Date	Description			Amount		
	2/28/26PR		03/16/2026	2/28/26PR-CALPERS			$380,754.71		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$380,744.12		
	110 - General Fund			110.11000 (Cash)			$10.59		
171288	03/17/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$4,628.20		
	Invoice		Date	Description			Amount		
	BE006973557C		03/17/2026	DELTA DENTAL CLAIMS FOR 3/6/26-3/12/26			$4,628.20		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$4,628.20		
171289	03/18/2026	Open			Accounts Payable	UMR	$416.75		
	Invoice		Date	Description			Amount		
	APR 26 CUSTODIAL		03/18/2026	UMR APRIL 2026 CUSTODIAL AND BANKING FEE			$416.75		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$416.75		
171290	03/18/2026	Open			Accounts Payable	UMR	$75,812.39		
	Invoice		Date	Description			Amount		
	3/10-3/16/26		03/18/2026	UMR CLAIMS FOR 3/10/26-3/16/26			$75,812.39		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$75,812.39		
171291	03/18/2026	Open			Accounts Payable	UMR	$165,880.53		
	Invoice		Date	Description			Amount		
	APR26 PREM		03/18/2026	UMR APRIL 2026 HEALTH PREMIUMS			$165,880.53		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$165,880.53		
171292	03/20/2026	Open			Accounts Payable	CA SDU	$2,033.98		
	Invoice		Date	Description			Amount		
	3/14/26PR		03/20/2026	3/14/26PR-CHILD SUPPORT PAYMENT			$2,033.98		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,033.98		
171293	03/20/2026	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$2,897.00		
	Invoice		Date	Description			Amount		
	3/14/26PR		03/20/2026	3/14/26PR-GOLDEN 1 CU			$2,897.00		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$2,897.00		
171294	03/23/2026	Open			Accounts Payable	ICMA-RC	$118,936.72		
	Invoice		Date	Description			Amount		
	3/14/26PR		03/23/2026	3/14/26PR-ICMA			$118,936.72		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$118,826.25		
	110 - General Fund			110.11000 (Cash)			$110.47		
171295	03/20/2026	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$232,358.13		
	Invoice		Date	Description			Amount		
	3/14/26PR		03/20/2026	3/14/26PR-FEDERAL TAXES			$232,358.13		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$232,358.13		

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From Payment Date: 3/1/2026 - To Payment Date: 3/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
171296	03/20/2026	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$73,405.17		
	Invoice		Date	Description		Amount			
	3/14/26PR		03/20/2026	3/14/26PR-STATE TAXES		$73,405.17			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$73,405.17			
171297	03/20/2026	Open			Accounts Payable	T A P O	$6,991.22		
	Invoice		Date	Description		Amount			
	3/14/26PR		03/20/2026	3/14/26PR-TAPO DUES		$6,991.22			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$6,991.22			
171298	03/20/2026	Open			Accounts Payable	T C E A	$3,078.00		
	Invoice		Date	Description		Amount			
	3/14/26PR		03/20/2026	3/14/26PR-TCEA DUES		$3,078.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,078.00			
171299	03/20/2026	Open			Accounts Payable	TFRA	$6,209.04		
	Invoice		Date	Description		Amount			
	3/14/26PR		03/20/2026	3/14/26PR-TFRA DUES		$6,209.04			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$6,209.04			
171300	03/20/2026	Open			Accounts Payable	TURLOCK CITY FIRE INC	$360.00		
	Invoice		Date	Description		Amount			
	3/14/26PR		03/20/2026	3/14/26PR-FIRE INC DUES		$360.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$360.00			
171301	03/20/2026	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	$110.00		
	Invoice		Date	Description		Amount			
	3/14/26PR		03/20/2026	3/14/26PR-TURLOCK HEALTH CLUB		$110.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$110.00			
171302	03/25/2026	Open			Accounts Payable	T A P O	$18,956.44		
	Invoice		Date	Description		Amount			
	3/14/26PR-RHS		03/25/2026	3/14/26PR-TAPO RHS DUES		$18,956.44			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$18,956.44			
171303	03/20/2026	Open			Accounts Payable	T C E A	$76.00		
	Invoice		Date	Description		Amount			
	3/14/26PR-BENEVO		03/20/2026	3/14/26PR-TCEA BENEVOLENCE DUES		$76.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$76.00			
171304	03/25/2026	Open			Accounts Payable	TFRA	$10,910.46		
	Invoice		Date	Description		Amount			
	3/14/26PR-RHS		03/25/2026	3/14/26PR-TFRA RHS DUES		$10,910.46			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$10,910.46			

City of Turlock

Payment Register

From Payment Date: 3/1/2026 - To Payment Date: 3/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
171305	03/23/2026	Open			Accounts Payable	CalPERS	$379,912.55		
	Invoice		Date	Description		Amount			
	3/14/26PR		03/23/2026	3/14/26PR-CALPERS		$379,912.55			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$379,874.05			
	110 - General Fund			110.11000 (Cash)		$38.50			
171306	03/25/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$3,982.00		
	Invoice		Date	Description		Amount			
	BE00006990439C		03/25/2026	DELTA DENTAL CLAIMS FOR 3/13/26-3/19/26		$3,982.00			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$3,982.00			
171307	03/20/2026	Open			Accounts Payable	UMR	($1,111.28)		
	Invoice		Date	Description		Amount			
	FEB26 COBRA REF		03/20/2026	UMR FEBRUARY 2026 COBRA REFUND		($1,111.28)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($1,111.28)			
171308	03/20/2026	Open			Accounts Payable	UMR	($20,246.93)		
	Invoice		Date	Description		Amount			
	FEB26 RET REF		03/20/2026	UMR FEBRUARY 2026 RETIREE REFUND		($20,246.93)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($20,246.93)			
171309	03/23/2026	Open			Accounts Payable	UMR	($3,988.04)		
	Invoice		Date	Description		Amount			
	FEB26 OSR REFUND		03/23/2026	FEBRUARY 2026 OSR REFUND		($3,988.04)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($3,988.04)			
171310	03/30/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$4,065.38		
	Invoice		Date	Description		Amount			
	BE006998980A		03/30/2026	DENTAL PREMIUMS - MARCH 2026		$4,065.38			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$4,065.38			
171311	03/30/2026	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$5,515.30		
	Invoice		Date	Description		Amount			
	BE006998980C		03/30/2026	DELTA DENTAL CLAIMS FOR 3/20/26-3/26/26		$5,515.30			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$5,515.30			
171312	03/30/2026	Open			Accounts Payable	ICMA-RC	$8,169.16		
	Invoice		Date	Description		Amount			
	3/28/26PR-MENDOZ		03/30/2026	3/28/26PR-ICMA-E MENDOZA-MANZO-SICK/VAC LEAVE CONVERSIONS		$8,169.16			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$37.83			
	505 - Fleet			505.11000 (Cash)		$8,131.33			
171313	03/31/2026	Open			Accounts Payable	Optum Bank, Inc.	$23,074.18		
	Invoice		Date	Description		Amount			
	2/28/26PR		03/06/2026	2/28/26PR-HSA EE & ER		$11,275.02			
	3/14/26PR		03/20/2026	3/14/26PR-HSA EE & ER		$11,799.16			

City of Turlock

Payment Register

From Payment Date: 3/1/2026 - To Payment Date: 3/31/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$23,074.18			
171314	03/25/2026	Open			Accounts Payable	UMR	$118,244.75		
	Invoice		Date	Description		Amount			
	3/14-3/23/2026		03/25/2026	UMR CLAIMS FOR 3/17/26-3/23/26		$118,244.75			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$118,244.75			
171315	03/25/2026	Open			Accounts Payable	SUN LIFE ASSURANCE COMPANY OF CANADA	$20,539.31		
	Invoice		Date	Description		Amount			
	APRIL 2026		03/25/2026	LTD AND LIFE INSURANCE - APRIL 2026		$20,539.31			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$20,539.31			
Type EFT Totals:					47 Transactions		$2,313,505.95		
PR - Payroll Account Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	$2,313,505.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	47	$2,313,505.95	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	47	$2,313,505.95	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	47	$2,313,505.95	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**47**	**$2,313,505.95**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**47**	**$2,313,505.95**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**47**	**$2,313,505.95**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**47**	**$2,313,505.95**	**$0.00**

CITY OF TURLOCK INC. 1908

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

Check Register dated 6/12/26 – 6/18/26

Isaac Moreno – Finance Director	6.24.26 **Date**
Christopher Fisher - Interim City Manager	6-24-2026 **Date**

City of Turlock

Payment Register

From Payment Date: 6/12/2026 - To Payment Date: 6/18/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
159715	06/18/2026	Open			Accounts Payable	ABS DIRECT INC	$790.82		
	Invoice		Date	Description			Amount		
	143163		06/08/2026	UT DELINQ - MAY 2026			$790.82		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$263.60		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$263.61		
	420 - WATER			420.11000 (Cash)			$263.61		
159716	06/18/2026	Open			Accounts Payable	ALL STAR TROPHY & SIGN LLC	$1,040.00		
	Invoice		Date	Description			Amount		
	2207A		05/28/2026	4X8 BANNER (QUANTITY:8)			$1,040.00		
	Paying Fund			Cash Account			Amount		
	269 - Parks & Public Facilities Grants			269.11000 (Cash)			$1,040.00		
159717	06/18/2026	Open			Accounts Payable	American National Red Cross	$918.00		
	Invoice		Date	Description			Amount		
	23253131		06/12/2026	May Certifications			$918.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$918.00		
159718	06/18/2026	Open			Accounts Payable	Arthur Shawn Avalos dba Mid Valley Window Tinting	$100.00		
	Invoice		Date	Description			Amount		
	1069		05/15/2026	Window Tinting #32601 - Ford F150 Back Window			$100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$100.00		
159719	06/18/2026	Open			Accounts Payable	AT&T MOBILITY	$2,350.79		
	Invoice		Date	Description			Amount		
	5677X05272026		05/19/2026	5677: MUNICIPAL SERVICES - AT&T PHONE SERVICES			$1,154.78		
	4173X05272026		05/19/2026	4173: MUNICIPAL SERVICES - AT&T PHONE SERVICES			$1,009.66		
	1X06042026		05/26/2026	UT MIFI & IPADS			$186.35		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,623.49		
	420 - WATER			420.11000 (Cash)			$727.30		
159720	06/18/2026	Open			Accounts Payable	AT&T/SBC	$31.76		
	Invoice		Date	Description			Amount		
	PD 6/7/26		06/07/2026	Acct# 234 371-3447 543 0/ Police Dept			$31.76		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$31.76		
159721	06/18/2026	Open			Accounts Payable	AutoZone Stores LLC	$11.29		
	Invoice		Date	Description			Amount		
	05701141165		06/03/2026	PARKING LAMP SOCKET SKU-000795351			$11.29		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$11.29		
159722	06/18/2026	Open			Accounts Payable	BADGER METER INC	$63.20		
	Invoice		Date	Description			Amount		
	80238776		05/28/2026	ORION CELLULAR MAY 2026			$63.20		

Payment Register

From Payment Date: 6/12/2026 - To Payment Date: 6/18/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$63.20		
159723	06/18/2026	Voided	INCORRECT ENTRY	06/18/2026	Accounts Payable	BAY AREA CONSULTANTS INC	$97,776.20		
	Invoice		Date	Description			Amount		
	E08628		08/26/2025	23-027 Certified Coating Inspection Services-8/26/25			$26,469.80		
	E08662		09/23/2025	23-027 Certified Coating Inspection Services-9/23/25			$19,447.20		
	E08744		12/23/2025	23-027 Certified Coating Inspection Services-12/23/25			$11,844.40		
	E08691		10/21/2025	23-027 Certified Coating Inspection Services-10/21/25			$19,447.20		
	E08713		11/25/2025	23-027 Certified Coating Inspection Services-11/25/25			$20,567.60		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$97,776.20		
159724	06/18/2026	Open			Accounts Payable	Black Water Consulting Engineers, Inc.	$2,322.00		
	Invoice		Date	Description			Amount		
	9103		06/10/2026	SR01, 24-025 Morgan Ranch Sewer Lift Station-5/31/26			$2,322.00		
	Paying Fund			Cash Account			Amount		
	414 - Sewer LIne/Trunk Construction			414.11000 (Cash)			$2,322.00		
159725	06/18/2026	Open			Accounts Payable	BORDOVA OUTFITTERS LLC	$994.92		
	Invoice		Date	Description			Amount		
	U-13494		06/12/2026	T-Ball Shirts			$994.92		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$994.92		
159726	06/18/2026	Open			Accounts Payable	BSK & ASSOCIATES	$123.50		
	Invoice		Date	Description			Amount		
	0113276		05/31/2026	SR06, 21-043 John Lazar Park-5/31/26			$123.50		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			$123.50		
159727	06/18/2026	Open			Accounts Payable	CA-NV SECTION AWWA	$140.00		
	Invoice		Date	Description			Amount		
	68767		06/12/2026	KEVIN CALLAHAN CROSS-CONNECTION RENEWAL			$140.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$140.00		
159728	06/18/2026	Open			Accounts Payable	CALIFORNIA STATE UNIVERSITY STANISLAUS	$1,469.18		
	Invoice		Date	Description			Amount		
	CMP-016416		06/09/2026	ITRON TOWER 4/1/26-3/31/27			$1,469.18		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$1,469.18		
159729	06/18/2026	Open			Accounts Payable	CAPITOL BARRICADE INC	$4,223.74		
	Invoice		Date	Description			Amount		
	190452		06/10/2026	STENCILED TYPE I BARRICADES			$4,223.74		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$4,223.74		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159730	06/18/2026	Open			Accounts Payable	CAROLLO ENGINEERS	$8,302.75		
	Invoice		Date	Description			Amount		
	FB83409		06/05/2026	PROF SVS THROUGH 5/31/26			$8,302.75		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$8,302.75		
159731	06/18/2026	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	$4,678.81		
	Invoice		Date	Description			Amount		
	298460		06/08/2026	COLDMIX			$3,574.81		
	298020		06/02/2026	RECYCLED AB			$1,104.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$4,678.81		
159732	06/18/2026	Open			Accounts Payable	CHAMPION INDUSTRIAL	$379.89		
	Invoice		Date	Description			Amount		
	88058		06/03/2026	SERVICE CALL; PSF; UNITS 3 & 4			$379.89		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$379.89		
159733	06/18/2026	Open			Accounts Payable	CHARTER COMMUNICATIONS	$2,258.43		
	Invoice		Date	Description			Amount		
	170074001060126		06/01/2026	170074001 / WQC 901 S Walnut Rd			$109.99		
	170078701060126		06/01/2026	170078701 / L. MACHADO 4304 Arcadian Dr IT Internet			$100.00		
	170075001060126		06/01/2026	170075001 / CITY HALL 156 S Broadway #116 City Wide Internet			$1,049.00		
	170073601060126		06/01/2026	170073601 / PSF TV & INTERNET 244 N Broadway			$660.15		
	170075101060726		06/07/2026	170075101 / CITY HALL (TV Service) 156 S Broadway #112			$339.29		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$730.49		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$98.86		
	420 - WATER			420.11000 (Cash)			$98.87		
	501 - Information Technology			501.11000 (Cash)			$1,330.21		
159734	06/18/2026	Open			Accounts Payable	CINCINNATI LIFE INS INC	$459.74		
	Invoice		Date	Description			Amount		
	4010831822		06/12/2026	MAY 2026 PREMIUMS			$459.74		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$459.74		
159735	06/18/2026	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$443.54		
	Invoice		Date	Description			Amount		
	5340019113		06/04/2026	SRWA Medical Supplies 6.04.26			$180.62		
	5339498802		06/02/2026	FIRST AID CABINET REFILL- WQC/ELECTRICAL			$262.92		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$131.46		
	420 - WATER			420.11000 (Cash)			$131.46		
	450 - SRWA - Operations			450.11000 (Cash)			$180.62		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159736	06/18/2026	Open			Accounts Payable	CITY OF MODESTO	$20,656.10		
	Invoice		Date	Description			Amount		
	169979		05/19/2026	RECYCLED WATER STUDIES - FAR FIELD DILUTION & CEC STUDY			$20,656.10		
	Paying Fund			Cash Account			Amount		
	416 - Recycled Water Sales			416.11000 (Cash)			$20,656.10		
159737	06/18/2026	Open			Accounts Payable	CITY OF TURLOCK - CASH	$251.84		
	Invoice		Date	Description			Amount		
	06-10-26 REPLIN		06/10/2026	FIN AR-REPLINISH PETTY CASH- 06/10/26			$251.84		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$251.84		
159738	06/18/2026	Open			Accounts Payable	Concept Autobody Inc	$1,205.16		
	Invoice		Date	Description			Amount		
	17695		05/26/2026	E01 Remove/Replace LT Drip w'strip			$1,205.16		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$1,205.16		
159739	06/18/2026	Open			Accounts Payable	Confluence Engineering Group LLC	$5,695.00		
	Invoice		Date	Description			Amount		
	42-0526TKWQ2		05/31/2026	PROF SVS THROUGH 5/1 - 5/31/26			$5,695.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$5,695.00		
159740	06/18/2026	Open			Accounts Payable	Core & Main LP	$1,905.20		
	Invoice		Date	Description			Amount		
	Z006104		05/21/2026	SRWA - HDPE Fittings for Underground Chemical Lines			$1,905.20		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$1,905.20		
159741	06/18/2026	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$534.58		
	Invoice		Date	Description			Amount		
	0000059427		05/27/2026	REPLACED DOOR CLOSER			$534.58		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$534.58		
159742	06/18/2026	Open			Accounts Payable	EDGES ELECTRICAL GROUP LLC	$895.69		
	Invoice		Date	Description			Amount		
	S6734767.001		05/27/2026	FUSE HOLDER / SGL CONDOCTOR BOOT			$865.30		
	S6736729.001		05/29/2026	PLASTIC INS BUSHING / CONDUIT GALV CPLG / CONDUIT GALV NOP			$30.39		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$895.69		
159743	06/18/2026	Open			Accounts Payable	ENVIRONMENTAL RESOURCE ASSOCIATES	$1,640.14		
	Invoice		Date	Description			Amount		
	148769		06/02/2026	POTABLEWATER COLIFORMS / WASTEWATER/ HETEROTROPHIC PLATE			$1,640.14		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$410.03		
	420 - WATER			420.11000 (Cash)			$1,230.11		

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159744	06/18/2026	Open			Accounts Payable	EUROFINS EATON ANALYTICAL INC	$335.00		

Invoice	Date	Description	Amount
3800128017.1	05/20/2026	PFAS Analysis Q1/Q2	$390.00
3800128007-1	05/20/2026	SRWA - Water Analysis	($275.00)
3800128009-1	05/20/2026	SRWA - Water Analysis	$220.00

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$390.00
950 - SRWA - JPA	950.11000 (Cash)	($55.00)

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159745	06/18/2026	Open			Accounts Payable	FASTENAL COMPANY INC	$1,357.09		

Invoice	Date	Description	Amount
catur206175	05/08/2026	SHIPPING & RECEIVING GENERAL SUPPLIES	$584.87
CATUR204715	03/20/2026	12oz WD 40 / 11oz BLASTER W/ STRAW	$273.58
CATUR203926	02/24/2026	14oz BRAKLEEN LOW VOC	$53.63
CATUR204322	03/05/2026	SAFTEY CONE REFL	$445.01

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$772.22
505 - Fleet	505.11000 (Cash)	$584.87

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159746	06/18/2026	Open			Accounts Payable	FEDERAL EXPRESS	$83.27		

Invoice	Date	Description	Amount
9-336-31555	06/12/2026	SHIPPING CHARGES FOR 6/12/26	$83.27

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$83.27

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159747	06/18/2026	Open			Accounts Payable	FIRST SHIELD SECURITY AND PATROL	$21,168.00		

Invoice	Date	Description	Amount
7332	06/15/2026	Unarmed Security Services for Transit Center for May 2026	$21,168.00

Paying Fund	Cash Account	Amount
426 - Transit	426.11000 (Cash)	$21,168.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159748	06/18/2026	Open			Accounts Payable	FISHER SCIENTIFIC PRO INC	$342.77		

Invoice	Date	Description	Amount
8946141	05/22/2026	MULTICOLORED PIPET FILLER	$120.72
8975916	05/22/2026	BOTL AMBR GLASS / FUNNEL POWDER	$222.05

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$269.49
450 - SRWA - Operations	450.11000 (Cash)	$73.28

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159749	06/18/2026	Open			Accounts Payable	FLORIDA RUBBER MULCH DISTRIBUTORS, LLC DBA RMPUSA	$10,840.77		

Invoice	Date	Description	Amount
7972	05/11/2026	BROWN RUBBER MULCH	$10,840.77

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	$10,840.77

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159750	06/18/2026	Open			Accounts Payable	FLUID COMPONENTS INTERNATIONAL LLC	$9,980.71		

Invoice	Date	Description	Amount
1172020	05/20/2026	GAS MIXING ROOM FLOW METER	$9,980.71

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$9,980.71

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159751	06/18/2026	Open			Accounts Payable	FRANCHISE TAX BOARD	$47.93		
	Invoice		Date	Description			Amount		
	060626GONZALEZ		06/12/2026	06062026 PAYROLL WITHHOLDING			$47.93		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$47.93		
159752	06/18/2026	Open			Accounts Payable	GARTON TRACTOR INC	$27.06		
	Invoice		Date	Description			Amount		
	P8693201		06/09/2026	3N340-91510 LENS, HAZZARD L 0102220			$27.06		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$27.06		
159753	06/18/2026	Open			Accounts Payable	GDR ENGINEERING INC	$17,025.00		
	Invoice		Date	Description			Amount		
	0029694		04/30/2026	SR04, 26-026 Water Line Replacement On Lyons Ave-4/30/26			$11,745.00		
	0029715		05/31/2026	SR04, 26-026 Water Line Replacement On Lyons Ave-5/31/26			$5,280.00		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$17,025.00		
159754	06/18/2026	Open			Accounts Payable	GILLIG LLC	$148.88		
	Invoice		Date	Description			Amount		
	41449079		06/09/2026	04-43073-002 SUSPENSION	2 EA VALVE,HEIGHT CONTROL		$148.88		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$148.88		
159755	06/18/2026	Open			Accounts Payable	Goldfarb & Lipman LLP	$2,263.00		
	Invoice		Date	Description			Amount		
	495287		06/10/2026	Legal Services- Housing FY 2025-26- May 2026			$2,263.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$219.00		
	255 - CDBG			255.11000 (Cash)			$146.00		
	256 - Stanislaus Housing Consortium			256.11000 (Cash)			$1,898.00		
159756	06/18/2026	Open			Accounts Payable	GOMES & SONS INC, JOE M	$1,534.22		
	Invoice		Date	Description			Amount		
	103731		04/29/2026	DEEP WELL OIL			$1,534.22		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$1,534.22		
159757	06/18/2026	Open			Accounts Payable	GRAINGER INC, W W	$4,615.61		
	Invoice		Date	Description			Amount		
	9862696771		03/31/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$1,200.02		
	9923861174		05/20/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$302.38		
	9905477395		05/05/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$479.92		
	9907101522		05/06/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$1,213.12		
	9923878798		05/20/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$960.76		
	9936914994		06/02/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$195.20		
	9937150952		06/02/2026	SRWA Supplies - Filter Regulator			$264.21		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,502.40		
	450 - SRWA - Operations			450.11000 (Cash)			$264.21		

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	505 - Fleet			505.11000 (Cash)			$2,849.00		
159758	06/18/2026	Open			Accounts Payable	GREEN RUBBER - KENNEDY AG	$476.06		
	Invoice		Date	Description			Amount		
	M-538517		06/08/2026	SRWA Supplies - Tubing			$476.06		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$476.06		
159759	06/18/2026	Open			Accounts Payable	GRISWOLD INDUSTRIES DBA CLA-VAL CO,, GRISWOLD CASTING,, SOUNDCAST, ESI	$11,019.40		
	Invoice		Date	Description			Amount		
	945424		05/29/2026	VC-22D FACE PLATE			$11,019.40		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$11,019.40		
159760	06/18/2026	Open			Accounts Payable	HACH COMPANY	$45,472.44		
	Invoice		Date	Description			Amount		
	15022879		05/29/2026	AWRS WITH LOCK / SAMPLER REFIGERATION/ WARRANTY PARTNERSHIP			$17,254.33		
	15018890		05/27/2026	AC4500 W/O PLUG / SENSOR FREE CHLORINE CLF10 STAINLESS TIP			$15,351.08		
	15017805		05/27/2026	I/O MODULE IO9004			$3,292.35		
	15000814		05/13/2026	DIGITAL CONDUCTIVITY SENSOR/ UV PROTECTION SCREEN/ EXTERNAL USB			$6,083.83		
	15038772		06/05/2026	SMART MONITORING CONNECTED SENSOR ANNUAL SUBSCRIPTION			$1,008.00		
	15023911		05/29/2026	S-TKN TNT - LAB			$1,316.88		
	15018723		05/27/2026	RGT SET, TNT AMVER HR - LAB			$1,165.97		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$45,472.44		
159761	06/18/2026	Open			Accounts Payable	HAJOCA CORPORATION	$23,670.24		
	Invoice		Date	Description			Amount		
	S015101332.001		06/11/2026	ABS DWV FEM ADPT			$6,302.60		
	S015063989.002		06/03/2026	OLD CASTLE FIBRELYTE			$2,053.02		
	S015063989.003		06/03/2026	MJ ACCESSORY KIT			$3,825.03		
	S015063989.001		05/29/2026	METER WASHER			$9,158.59		
	S015040397.001		05/14/2026	PVC ELBOW			$2,331.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$23,670.24		
159762	06/18/2026	Open			Accounts Payable	HARDERS PRINT SHOP INC	$65.18		
	Invoice		Date	Description			Amount		
	78996		05/31/2026	WE ARE HIRING BANNER			$65.18		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$65.18		
159763	06/18/2026	Open			Accounts Payable	HD SUPPLY INC, DBA USABLUEBOOK	$113.34		
	Invoice		Date	Description			Amount		
	INV01061919		06/01/2026	SRWA supplies - Hydrometer, Flasks, Timer			$113.34		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	450 - SRWA - Operations			450.11000 (Cash)			$113.34		
159764	06/18/2026	Open			Accounts Payable	HILMAR LUMBER INC	$1,112.43		
	Invoice		Date	Description			Amount		
	784847		05/21/2026	BALL VALVE/SS NIPPLE/ ELBOW 90DEG/ HOSE NOZZL			$501.35		
	785385		05/26/2026	1 KING NIPPLE STAINLESS STEEL			$37.48		
	785383		05/26/2026	Supplies for Municipal THREADLOCKER/ PVC PIPE/ SS BUSHING			$224.68		
	783980		05/19/2026	CEMENT PVC RED HOT			$56.01		
	784326		05/20/2026	METER SUPPLEIS			$292.91		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,112.43		
159765	06/18/2026	Open			Accounts Payable	Hinderliter, de Llamas and Associates	$1,000.00		
	Invoice		Date	Description			Amount		
	SIN064262		05/31/2026	Cannabis Management Program - May 2026 Services			$1,000.00		
	Paying Fund			Cash Account			Amount		
	117 - Cannabis			117.11000 (Cash)			$1,000.00		
159766	06/18/2026	Open			Accounts Payable	IDEXX LABORATORIES INC	$1,769.16		
	Invoice		Date	Description			Amount		
	3201986529		05/28/2026	GAMMA IRRAD COLLIERT			$1,769.16		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$1,769.16		
159767	06/18/2026	Open			Accounts Payable	Imperial Bag & Paper Co., LLC DBA Imperial Dade	$2,710.65		
	Invoice		Date	Description			Amount		
	41995593		06/08/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$95.86		
	41933016		06/01/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$1,394.47		
	41962013		06/04/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$8.87		
	41962014		06/04/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$71.02		
	42035089		06/10/2026	SHIPPING & RECEIVING GENERAL SUPPLIES			$1,140.43		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$2,710.65		
159768	06/18/2026	Open			Accounts Payable	Jacobs Engineering Group Inc.	$12,507.00		
	Invoice		Date	Description			Amount		
	W8Y33800-12		06/04/2026	SRWA - OT Support, SCADA, Process Support, and Training May 26			$12,507.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$12,507.00		
159769	06/18/2026	Open			Accounts Payable	Justin Lynne Crone dba CPR and Safety Solution	$840.00		
	Invoice		Date	Description			Amount		
	1371		05/28/2026	FIT TESTING FOR UT STAFF			$840.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$840.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159770	06/18/2026	Open			Accounts Payable	LANGUAGE LINE SERVICES	$9.00		
	Invoice		Date	Description			Amount		
	11950831		05/31/2026	Acct #9020101104 - Translation services for Police Department			$9.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$9.00		
159771	06/18/2026	Open			Accounts Payable	Linde Inc.	$10,132.05		
	Invoice		Date	Description			Amount		
	57160638		06/05/2026	SRWA SUPPLY & DELIVERY OF LIQUID CARBON DIOXIDE 6.05.26			$10,132.05		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$10,132.05		
159772	06/18/2026	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	$87.68		
	Invoice		Date	Description			Amount		
	49431848		06/03/2026	ASPHALT			$87.68		
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$87.68		
159773	06/18/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	$1,287.45		
	Invoice		Date	Description			Amount		
	726002243		06/04/2026	DRINKING WATER WELL ANALYSIS NITRATE +NITRATE NO2+N03			$74.04		
	726002244		06/04/2026	DRINKING WATER WELL ANALYSIS NITRATE			$94.30		
	726002248		06/04/2026	BIMONTHLY WASTEWATER ANALYSIS NITRATE + NITRATE AS N			$72.57		
	726002204		06/02/2026	CORROSION CONTROL WQP MONITORING TERMINAL TANK STATION			$69.97		
	726002209		06/02/2026	WELL 38 (FINAL EFFLUENT)			$112.97		
	726002203		06/02/2026	CORROSION CONTROL WQP MONITORING - SITES			$654.74		
	726002208		06/02/2026	MONTHLY LABORATORY DILUTION WATER			$56.97		
	726002154		05/29/2026	BIMONTHLY WASTEWATER ANALYSIS TOTAL PHOSPHOROUS			$151.89		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$224.46		
	420 - WATER			420.11000 (Cash)			$1,062.99		
159774	06/18/2026	Open			Accounts Payable	MODESTO WINDUSTRIAL	$995.92		
	Invoice		Date	Description			Amount		
	236635 01		06/08/2026	SRWA Supplies - Unions, Pipe, PVC Adaptors			$995.92		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$995.92		
159775	06/18/2026	Open			Accounts Payable	NAPA AUTO PARTS	$1,029.81		
	Invoice		Date	Description			Amount		
	858966		06/03/2026	90413 NTH TIRE VAL			$4.98		
	858995		06/03/2026	48899221 MIL 3PC DRILL BIT SET			$124.35		
	859023		06/04/2026	BLA153 NCB AC UV DYE 5 SHOT			$21.74		
	859030		06/04/2026	665-2850 BK BODY HARDWARE (533)			$18.34		
	859049		06/04/2026	3192 FIL FUEL FILTER credit for 1041-857289			($17.02)		
	859056		06/04/2026	70822 FNY YELLOW PAINT MARKER (618)			$3.80		
	859057		06/04/2026	6509298AA NON SPINDLE NUT			$4.33		

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	859153		06/05/2026	L8815 TWD Compartment Latches - T Handle ()			$94.93			
	859177		06/08/2026	81158 PTX PX BLACK 16BR RTV SIL			$36.60			
	859209		06/08/2026	SA1084 MFT STARTER MOTOR			$401.56			
	859325		06/10/2026	WHCSSLPA3 NON t-handle			$292.21			
	859350		06/10/2026	785211 NW 10WAY FUSE PANL W LED			$57.71			
	859357		06/10/2026	L8815 TWD COMPARTMENT LATCHE ()			($94.93)			
	859381		06/10/2026	SL169 ECH SWITCH - STOPLIGHT (			$20.01			
	859387		06/10/2026	IC534 ECH COIL ON PLUG COIL ()			$57.94			
	859400		06/10/2026	9863 NBH STRAIGHT CONNECTOR ()			$3.26			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$1,029.81			
159776	06/18/2026	Open			Accounts Payable	OREILLY AUTO PARTS		$250.11		
	Invoice		Date	Description			Amount			
	2800-265060		06/04/2026	DOR 610-615 WHEEL STUD			$23.03			
	2800-265295		06/04/2026	ULT R110518 ALTERNATOR			$329.38			
	2800-267156		06/10/2026	MOT MSTR CYL CAP			$20.68			
	2800-267301		06/10/2026	BHH 52-7414 HYDRO-BOOST			$206.40			
	2800-267326		06/10/2026	R110518 ALTERNATOR			($329.38)			
	Paying Fund			Cash Account			Amount			
	505 - Fleet			505.11000 (Cash)			$250.11			
159777	06/18/2026	Open			Accounts Payable	P G & E		$21,974.98		
	Invoice		Date	Description			Amount			
	FIRE#3 6/4/26		06/04/2026	2087893140-9 / 501 E Monte Vista Ave			$86.60			
	CITY HALL 6/6/26		06/06/2026	3254375586-5 / 156 S Broadway			$82.92			
	FIRE#1 6/6/26		06/06/2026	3159594551-5 / 540 Marshall St			$166.20			
	SENIOR 6/6/26		06/06/2026	2890831960-2 / 1191 Cahill St			$90.72			
	FIRE#2 6/7/26		06/07/2026	6182877164-4 / 791 S Walnut Rd			$46.32			
	WLNT#E 6/7/26		06/07/2026	6141210500-1 / 701 S Walnut Rd E			$8.38			
	WQC 6/7/26		06/07/2026	6349543820-0 / 901 S Walnut Rd			$9.77			
	WQC 06/07/26		06/07/2026	6307877156-3 / 901 S Walnut Rd			$97.47			
	701 WLNT 6/10/26		06/10/2026	6224543828-8 / 701 S Walnut Rd			$82.52			
	CNG 6/10/26		06/10/2026	8466606707-3 / 901 S Walnut Rd CNG			$756.20			
	WLNT#A 6/10/26		06/10/2026	3794250242-0 / 701 S Walnut Rd Ste A / CNG Slow Fill Station			$10,500.90			
	FIRE#4 6/11/26		06/11/2026	7556584382-0 / 2820 N Walnut-Fire #4			$38.51			
	PSF 6/10/26		06/10/2026	8391988340-1 / 244 N Broadway-PSF			$4,863.19			
	TRANSIT2 6/10/26		06/10/2026	9448303839-7 / 1418 N Golden State Blvd Ste 2			$23.41			
	TRANSIT1 6/10/26		06/10/2026	0913752739-7 / 1418 N Golden State Blvd Ste 1			$7.84			
	COL POOL 6/10/26		06/10/2026	8183464653-1 / 595 Columbia St			$5,114.03			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$10,488.49			
	217 - Streets - Gas Tax			217.11000 (Cash)			$8.38			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$107.24			
	426 - Transit			426.11000 (Cash)			$10,532.15			
	505 - Fleet			505.11000 (Cash)			$838.72			
159778	06/18/2026	Open			Accounts Payable	PAUL'S GLASS CO		$1,576.05		
	Invoice		Date	Description			Amount			
	39575		05/19/2026	PSF - GLASS RELPACEMENT			$1,288.05			

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	40144		06/10/2026	PSF: ATTACH SATIN ETCH FILM TO GLASS (9 SQ FT)			$288.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$1,576.05			
159779	06/18/2026	Open			Accounts Payable	Perkins dba Zacks Handyman and Construction, Nathan Zackery		$2,471.30		
	Invoice		Date	Description			Amount			
	20192517A		04/02/2026	10% Retention Payment- Completion filed 05/08/2026			$2,471.30			
	Paying Fund			Cash Account			Amount			
	255 - CDBG			255.11000 (Cash)			$2,471.30			
159780	06/18/2026	Open			Accounts Payable	PUMP PROS INC		$285.20		
	Invoice		Date	Description			Amount			
	2413		06/11/2026	BRASS SWING CHECK VALVE			$97.22			
	2412		06/10/2026	NYLON PRO AIR VENT			$187.98			
	Paying Fund			Cash Account			Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$285.20			
159781	06/18/2026	Open			Accounts Payable	R & S ERECTION INC		$655.00		
	Invoice		Date	Description			Amount			
	149079		06/10/2026	PSF: PROVIDE AND INSTALL NEW IES SENSOR			$655.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$655.00			
159782	06/18/2026	Open			Accounts Payable	R3 Consulting Group, Inc.		$1,647.50		
	Invoice		Date	Description			Amount			
	125324		06/01/2026	On-Call Solid Waste services up to May 31, 2026			$1,647.50			
	Paying Fund			Cash Account			Amount			
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$1,647.50			
159783	06/18/2026	Open			Accounts Payable	RAMONT'S TOW SERVICE		$1,265.00		
	Invoice		Date	Description			Amount			
	255153		06/01/2026	1064 TOW BILL			$747.50			
	255154		06/03/2026	TRA15-1039 TOW BILL			$517.50			
	Paying Fund			Cash Account			Amount			
	426 - Transit			426.11000 (Cash)			$1,265.00			
159784	06/18/2026	Open			Accounts Payable	REED INC, GEORGE		$355.11		
	Invoice		Date	Description			Amount			
	100399945		05/29/2026	ASPHALT			$221.44			
	100400241		06/02/2026	ASPHALT			$133.67			
	Paying Fund			Cash Account			Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$355.11			
159785	06/18/2026	Open			Accounts Payable	Rexel USA, Inc.		$72.51		
	Invoice		Date	Description			Amount			
	S145184332.003		06/01/2026	SMALL DIM FUSE			$72.51			
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$72.51			
159786	06/18/2026	Open			Accounts Payable	Rexel USA, Inc.		$24.58		
	Invoice		Date	Description			Amount			
	7I92305		05/20/2026	HOF PANEL			$24.58			
	Paying Fund			Cash Account			Amount			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$24.58		
159787	06/18/2026	Open			Accounts Payable	ROBERTSON - BRYAN INC	$5,991.00		
	Invoice		Date	Description			Amount		
	17556.1		04/30/2026	NPDES PERMIT COMPLIANCE SERVICES TASK 1 THROUGH 04/15/2026			$5,991.00		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5,991.00		
159788	06/18/2026	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$116,975.14		
	Invoice		Date	Description			Amount		
	3046414166		06/03/2026	4376312:CE KIT,EXH RCN COOLER			$2,389.75		
	3046426944		06/04/2026	170.800471:AUI R12DC TPE RELAY VALVE			$217.09		
	1214-0211		06/09/2026	42652 2026 Ford F-250 with Animal Dog box			$113,745.97		
	3046459884		06/09/2026	2 W714498S900:FRD BOLT			$395.13		
	3046500613		06/10/2026	BX802384:IBW Service, Relay Valve,			$227.20		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$3,229.17		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			$113,745.97		
159789	06/18/2026	Open			Accounts Payable	Safety Center, Inc.	$12,186.00		
	Invoice		Date	Description			Amount		
	INV12054427291R1		05/26/2026	Safety Consultation Services April 2026			$12,186.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,007.43		
	205 - Sports Facilities			205.11000 (Cash)			$1,218.60		
	217 - Streets - Gas Tax			217.11000 (Cash)			$1,218.60		
	246 - Landscape Assessment			246.11000 (Cash)			$1,218.60		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$3,476.27		
	420 - WATER			420.11000 (Cash)			$1,827.90		
	505 - Fleet			505.11000 (Cash)			$1,218.60		
159790	06/18/2026	Open			Accounts Payable	SEEGERS PRINTING INC	$539.87		
	Invoice		Date	Description			Amount		
	0147942-IN		05/26/2026	FY 2025-2026- Mobile Home Door Hangers			$539.87		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$539.87		
159791	06/18/2026	Open			Accounts Payable	SHARPENING SHOP	$35.03		
	Invoice		Date	Description			Amount		
	465425		06/05/2026	63PMC 55E CHAIN LOOP			$24.99		
	465753		06/10/2026	BELT FOR POWER TRIM REPL 339 (1/2" X 27)			$10.04		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$24.99		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$10.04		
159792	06/18/2026	Open			Accounts Payable	ST FRANCIS ELECTRIC, LLC	$28,115.00		
	Invoice		Date	Description			Amount		
	230445130		05/31/2026	Traffic signal preventative maintenance MAY RESPONSE			$8,310.00		
	230445129		05/21/2026	Traffic signal MAINTANANCE W MAIN & WEST - KD REPLACEMENT			$13,355.00		
	230445131		05/31/2026	Traffic signal preventative maintenance MAY ROUTINE			$6,450.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$28,115.00		
159793	06/18/2026	Open			Accounts Payable	STANISLAUS CTY SHERIFF	$128.09		
	Invoice		Date	Description			Amount		
	060626LGONZALEZ		06/12/2026	06062026 PAYROLL WITHHOLDING			$128.09		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$128.09		
159794	06/18/2026	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	$405.35		
	Invoice		Date	Description			Amount		
	060626BECCHETTI		06/12/2026	06062026 PAYROLL WITHHOLDING			$405.35		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$405.35		
159795	06/18/2026	Open			Accounts Payable	SYNCHRONY BANK	$548.75		
	Invoice		Date	Description			Amount		
	6/2/26		06/02/2026	Lowe's Charges Act#9700 190231 7 - 6/2/26 Statement			$548.75		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$548.75		
159796	06/18/2026	Open			Accounts Payable	TRIMAX MOWING SYSTEMS INC	$190.26		
	Invoice		Date	Description			Amount		
	INV2035923		06/09/2026	404-000-057 Scraper - Roller 120			$190.26		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$190.26		
159797	06/18/2026	Open			Accounts Payable	TURF STAR	$34,227.10		
	Invoice		Date	Description			Amount		
	INV159277		06/09/2026	138-7373: COVER-BELT, CENTER			$106.19		
	INV159444		06/09/2026	31901A Groundsmaste r 3200 24hp 4wd			$34,120.91		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$106.19		
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)			$34,120.91		
159798	06/18/2026	Open			Accounts Payable	TURLOCK JOURNAL	$470.00		
	Invoice		Date	Description			Amount		
	419244		05/31/2026	ESDT Turlock Journal Ads 5.5.26			$250.00		
	419279		05/31/2026	ESDT Turlock Journal Ads 5.9.26-5.16.26			$220.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$470.00		
159799	06/18/2026	Open			Accounts Payable	TURLOCK UMPIRE GROUP	$4,392.00		
	Invoice		Date	Description			Amount		
	2026-05		06/12/2026	Umpires			$4,392.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,392.00		
159800	06/18/2026	Open			Accounts Payable	UMR	$1,008.65		
	Invoice		Date	Description			Amount		
	TOSTA JULY 2026		06/12/2026	RETIREE HEALTH PREMIUMS JULY 2026			$1,008.65		
	Paying Fund			Cash Account			Amount		
	104 - Payroll Clearing Fund			104.11000 (Cash)			$1,008.65		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159801	06/18/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	$89,214.66		

Invoice	Date	Description	Amount
53936204	06/04/2026	CORP YARD	$1,733.27
53936201	06/04/2026	WELL 27	$589.67
53936202	06/04/2026	WELL 32	$393.11
53936203	06/04/2026	WELL 29	$1,429.51
53939569	06/04/2026	WELL 38	$1,858.36
53939562	06/04/2026	SW TANK	$834.04
53939567	06/04/2026	NW TANK	$796.95
53939564	06/04/2026	SE TANK	$779.08
53939574	06/04/2026	WELL 33	$511.05
53939572	06/04/2026	WELL 37	$893.44
53924796	06/01/2026	SODIUM BISULFITE	$7,402.00
53924797	06/01/2026	SODIUM BISULFITE	$6,939.98
53939576	06/05/2026	SODIUM HYPOCHLORITE	$13,568.92
53947249	06/09/2026	SODIUM HYPOCHLORITE	$17,195.95
53931596	06/02/2026	SODIUM HYPOCHLORITE	$17,182.37
53925726	06/01/2026	SODIUM HYPOCHLORITE	$17,106.96

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$79,396.18
420 - WATER	420.11000 (Cash)	$9,818.48

159802	06/18/2026	Open			Accounts Payable	Viking Shred, LLC	$264.00		

Invoice	Date	Description	Amount
51167449	06/03/2026	CITY WIDE SHREDDING - JUNE 2026	$264.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$264.00

159803	06/18/2026	Open			Accounts Payable	VWR INTERNATIONAL INC	$2,235.66		

Invoice	Date	Description	Amount
8821768089	05/29/2026	BURTES AUTO LAB GRADE 10ML	$1,056.38
8821799384	06/03/2026	PRESENCE- ABSENCE BROTH 500GM	$377.43
8821735924	05/26/2026	BDH BUFFER - LAB	$286.71
8821735925	05/26/2026	KWIK STIK 2PACK ATCC / PACK KLEBSIELLA AEROGENES	$515.14

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$286.71
420 - WATER	420.11000 (Cash)	$892.57
450 - SRWA - Operations	450.11000 (Cash)	$1,056.38

159804	06/18/2026	Open			Accounts Payable	WALKER ASSOC INC, LARRY	$4,001.18		

Invoice	Date	Description	Amount
00339.11-6	05/15/2026	OWOW GROUP MEMBERSHIP Services through 4-30 -2026	$4,001.18

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$4,001.18

159805	06/18/2026	Open			Accounts Payable	Water Management Laboratories Inc	$900.00		

Invoice	Date	Description	Amount
237813	05/20/2026	SRWA - Algae Water Analysis April 2026	$900.00

Paying Fund	Cash Account	Amount

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	950 - SRWA - JPA			950.11000 (Cash)			$900.00		
159806	06/18/2026	Voided	INCORRECT ENTRY	06/18/2026	Accounts Payable	WEST YOST & ASSOCIATES INC.	$41,084.60		
	Invoice		Date	Description			Amount		
	2067531		05/08/2026	SRWA - Program Mgmt Services for 2025-26 April 2026			$40,578.35		
	2067430		04/30/2026	PROF SVS THROUGH 4/1 - 5/8/26			$506.25		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$506.25		
	950 - SRWA - JPA			950.11000 (Cash)			$40,578.35		
159807	06/18/2026	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	$685.77		
	Invoice		Date	Description			Amount		
	July 2026		06/12/2026	Mobile Rent Subsidy FY 2025-26- July 2026			$685.77		
	Paying Fund			Cash Account			Amount		
	621 - Successor Agency - Non LMI			621.11000 (Cash)			$685.77		
159808	06/18/2026	Open			Accounts Payable	WILLE ELECTRIC SUPPLY INC	$2,232.81		
	Invoice		Date	Description			Amount		
	S2299593.001		05/22/2026	WIRIING DUCT / GRAY CVR P/FT			$301.89		
	S2297247.002		05/22/2026	LUMECON LDS SPECIAL ORDER			$793.53		
	S2297247.001		05/22/2026	LUMENON LDS - SPECIAL ORDER			$1,137.39		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$1,930.92		
	420 - WATER			420.11000 (Cash)			$301.89		
159809	06/18/2026	Open			Accounts Payable	ZUMAR INDUSTRIES INC	$9,973.84		
	Invoice		Date	Description			Amount		
	57064		05/27/2026	2"x2"x12' 14-GA PERFORATED TUBE			$4,986.92		
	57065		05/27/2026	ITEM 100-1198; PT2001214 (RESALE); 2"X2"X12' 14GA PERF TUBE			$4,986.92		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$9,973.84		
159810	06/18/2026	Open			Accounts Payable	AZIZ, AMIR	$150.00		
	Invoice		Date	Description			Amount		
	TR 5320 PER DIEM		06/16/2026	DUI DETECTION - SFST, 6/21-6/24, PITTSBURG, CA			$150.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$150.00		
159811	06/18/2026	Open			Accounts Payable	BEAS CONCRETE	$3,108.60		
	Invoice		Date	Description			Amount		
	EP 26-138E		06/09/2026	IMPROVEMENT SECURITY REFUND 26-138E FOR 2393 SUMMER GARDEN LN			$3,108.60		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,108.60		
159812	06/18/2026	Open			Accounts Payable	BERINGER, MONICA	$150.00		
	Invoice		Date	Description			Amount		
	TR 5320 PER DIEM		06/16/2026	DUI DETECTION - SFST, 6/21-6/24, PITTSBURG, CA			$150.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$150.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159813	06/18/2026	Open			Accounts Payable	FORTADO, AMANDA	$600.00		

Invoice	Date	Description	Amount
FY25/26PRFDEV-AF	06/11/2026	FY25/26 PROFESSIONAL DEVELOPMENT REIMBURSEMENT	$600.00

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

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159814	06/18/2026	Open			Accounts Payable	GUTIERREZ, NICHOLAS	$150.00		

Invoice	Date	Description	Amount
TR 5320 PER DIEM	06/16/2026	DUI DETECTION - SFST, 6/21-6/24, PITTSBURG, CA	$150.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$150.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159815	06/18/2026	Open			Accounts Payable	HALLECK, VALERIE	$50.00		

Invoice	Date	Description	Amount
R26-008784	06/10/2026	REFUND FOR TRAP RETURNED	$50.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$50.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159816	06/18/2026	Open			Accounts Payable	HIGAREDA, GERARDO	$300.00		

Invoice	Date	Description	Amount
TR 5323 PER DIEM	06/16/2026	ICI SEXUAL ASSAULT INVESTIGATIONS, 6/7-6/12, SAN DIEGO	$300.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$300.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159817	06/18/2026	Open			Accounts Payable	INSELL, JAMES	$50.00		

Invoice	Date	Description	Amount
R26-008822	06/10/2026	REFUND FOR TRAP RETURNED	$50.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$50.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159818	06/18/2026	Open			Accounts Payable	LEROY, RYAN	$84.00		

Invoice	Date	Description	Amount
TR 5268 PER DIEM	05/26/2026	FIRE INSPECTOR 2C, Roseville CA, 06/29/26-06/30/26	$84.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$84.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159819	06/18/2026	Open			Accounts Payable	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	$35.00		

Invoice	Date	Description	Amount
BACKGROUND SRCH	06/11/2026	BACKGROUND SEARCH SERVICE FEE	$35.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$35.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159820	06/18/2026	Open			Accounts Payable	MACIAS, ISMAEL	$150.00		

Invoice	Date	Description	Amount
TR 5320 PER DIEM	06/16/2026	DUI DETECTION - SFST, 6/21-6/24, PITTSBURG, CA	$150.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$150.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159821	06/18/2026	Open			Accounts Payable	MEZA, MARIO	$200.00		
	Invoice		Date	Description			Amount		
	2026-00210407		06/10/2026	REFUND FOR 2 YR LICENSE FOR UNALTERED ANIMAL			$200.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$200.00		
159822	06/18/2026	Open			Accounts Payable	NEW BRIDGE MANAGEMENT	$500.00		
	Invoice		Date	Description			Amount		
	RENT		05/28/2026	RENTAL PROPERTIES, 6/10-6/13			$500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$500.00		
159823	06/18/2026	Open			Accounts Payable	RODRIGUES, STEVE	$600.00		
	Invoice		Date	Description			Amount		
	FY25/26PRFDEV-SR		06/11/2026	FY25/26 PROFESSIONAL DEVELOPMENT REIMBURSEMENT			$600.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$600.00		
159824	06/18/2026	Open			Accounts Payable	SANDBOX GROUP, LLC	$8,729.29		
	Invoice		Date	Description			Amount		
	EP 26-099E		06/09/2026	IMPROVEMENT SECURITY REFUND 26-099E FOR 2219 W MONTE VISTA			$8,729.29		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$8,729.29		
159825	06/18/2026	Open			Accounts Payable	TAVARES, BRYAN	$150.00		
	Invoice		Date	Description			Amount		
	TR 5320 PER DIEM		06/16/2026	DUI DETECTION - SFST, 6/21-6/24, PITTSBURG, CA			$150.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$150.00		
159826	06/18/2026	Open			Accounts Payable	ZIRAK LARA TR	$443.39		
	Invoice		Date	Description			Amount		
	APN: 072004126		04/01/2026	Villagio - 4203 CHERRY BLOSSOM LN			$443.39		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$443.39		
159827	06/18/2026	Open			Accounts Payable	BAY AREA CONSULTANTS INC	$77,208.60		
	Invoice		Date	Description			Amount		
	E08628		08/26/2025	23-027 Certified Coating Inspection Services-8/26/25			$26,469.80		
	E08662		09/23/2025	23-027 Certified Coating Inspection Services-9/23/25			$19,447.20		
	E08744		12/23/2025	23-027 Certified Coating Inspection Services-12/23/25			$11,844.40		
	E08691		10/21/2025	23-027 Certified Coating Inspection Services-10/21/25			$19,447.20		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$77,208.60		
159828	06/18/2026	Open			Accounts Payable	WEST YOST & ASSOCIATES INC.	$40,578.35		
	Invoice		Date	Description			Amount		
	2067531		05/08/2026	SRWA - Program Mgmt Services for 2025-26 April 2026			$40,578.35		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$40,578.35		

City of Turlock

Payment Register

From Payment Date: 6/12/2026 - To Payment Date: 6/18/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
Type Check Totals:					114 Transactions		$865,348.72		
AP - Accounts Payable Totals									

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	$726,487.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$138,860.80	$0.00
	Stopped	0	$0.00	$0.00
	Total	114	$865,348.72	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	112	$726,487.92	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	2	$138,860.80	$0.00
	Stopped	0	$0.00	$0.00
	Total	114	$865,348.72	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**112**	**$726,487.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**2**	**$138,860.80**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**114**	**$865,348.72**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**112**	**$726,487.92**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**2**	**$138,860.80**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**114**	**$865,348.72**	**$0.00**

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

Check Register dated 6/19/26 – 6/25/26
Accounts Payable EFT 4/1/26 – 4/30/26

7-2-26

Isaac Moreno – Finance Director — Date

6 JUC 26

~~Christopher Fisher - Interim~~ City Manager — Date

T.J. Murphy

City of Turlock

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
159829	06/23/2026	Open			Accounts Payable	WICKED UTV LLC	$3,500.00		

Invoice	Date	Description	Amount
TPIP FY 25/26	06/16/2026	Turlock Partnership Incentive Program Participant	$3,500.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$3,500.00

159830	06/25/2026	Open			Utility Management Refund	AMARKARIAN, HENRY	$258.52		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	138576-009	MOVE OUT CREDIT	06/23/2026	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$258.52

159831	06/25/2026	Open			Utility Management Refund	BENJAMIN, SHAMI	$397.05		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	220213-017	MOVE OUT CREDIT	06/23/2026	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$397.05

159832	06/25/2026	Open			Utility Management Refund	ENCISO, IVETTE	$78.27		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	22659-008	MOVE OUT CREDIT	06/23/2026	Refund

Paying Fund	Cash Account	Amount
119 - American Rescue Plan Act	119.11000 (Cash)	$0.61
420 - WATER	420.11000 (Cash)	$77.66

159833	06/25/2026	Open			Utility Management Refund	FLORES, DAVID	$202.95		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	714046-006	MOVE OUT CREDIT	06/23/2026	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$202.95

159834	06/25/2026	Open			Utility Management Refund	FLORSHEIM HOMES	$244.67		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	001855-001	MOVE OUT CREDIT	06/23/2026	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$244.67

159835	06/25/2026	Open			Utility Management Refund	FLORSHEIM HOMES	$201.11		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	001858-001	MOVE OUT CREDIT	06/23/2026	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$201.11

159836	06/25/2026	Open			Utility Management Refund	FLORSHEIM HOMES	$26.15		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	001867-001	MOVE OUT CREDIT	06/23/2026	Refund

City of Turlock

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$26.15		
159837	06/25/2026	Open			Utility Management Refund	FLORSHEIM HOMES	$40.39		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family Res Metered		001869-001	MOVE OUT CREDIT		06/23/2026	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$40.39		
159838	06/25/2026	Open			Utility Management Refund	HONNETTE, DAN	$335.47		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family Res Metered		882844-005	MOVE OUT CREDIT		06/23/2026	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$335.47		
159839	06/25/2026	Open			Utility Management Refund	ISHAYA, ROMEL	$373.41		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family Res Metered		460559-005	MOVE OUT CREDIT		06/23/2026	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$373.41		
159840	06/25/2026	Open			Utility Management Refund	JKB LIVING	$104.81		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family Res Metered		001861-001	MOVE OUT CREDIT		06/23/2026	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$104.81		
159841	06/25/2026	Open			Utility Management Refund	KEENEY, GINA , MARIE	$250.00		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family Res Metered		661201-004	MOVE OUT CREDIT		06/23/2026	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$250.00		
159842	06/25/2026	Open			Utility Management Refund	MARTINEZ, AMANDA	$21.35		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family Res Metered		111619-016	MOVE OUT CREDIT		06/23/2026	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$21.35		
159843	06/25/2026	Open			Utility Management Refund	MARTINEZ, MARTA	$235.30		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family Res Metered		41289-004	MOVE OUT CREDIT		06/23/2026	Refund		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$235.30		
159844	06/25/2026	Open			Utility Management Refund	MORENO, ROSALVA	$112.39		
	Account Type		Account Number	Description		Transaction Date	Transaction Type		
	Single Family Res Metered		T00641-010	MOVE OUT CREDIT		06/23/2026	Refund		

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$112.39		
159845	06/25/2026	Open			Utility Management Refund	NELLE- MARCHINI, LUISA	$336.97		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		42285-007	MOVE OUT CREDIT	06/23/2026	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$336.97		
159846	06/25/2026	Open			Utility Management Refund	PARKASH HOMES	$436.39		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		224480-008	MOVE OUT CREDIT	06/23/2026	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$436.39		
159847	06/25/2026	Open			Utility Management Refund	PORATH, NOREEN	$93.59		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		748765-001	MOVE OUT CREDIT	06/23/2026	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$93.59		
159848	06/25/2026	Open			Utility Management Refund	RIOS, DEREK	$292.55		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		829692-008	MOVE OUT CREDIT	06/23/2026	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$292.55		
159849	06/25/2026	Open			Utility Management Refund	SANTANA, GERARDO	$294.93		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		001720-002	MOVE OUT CREDIT	06/23/2026	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$294.93		
159850	06/25/2026	Open			Utility Management Refund	SILVA, DARRON	$332.77		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		117633-004	MOVE OUT CREDIT	06/23/2026	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$332.77		
159851	06/25/2026	Open			Utility Management Refund	SOURISHO CHAMAKY, BRETEIL	$316.16		
	Account Type		Account Number	Description	Transaction Date	Transaction Type			
	Single Family Res Metered		841463-014	MOVE OUT CREDIT	06/23/2026	Refund			
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$316.16		
159852	06/25/2026	Open			Accounts Payable	A-Z BUS SALES INC	$2,434.99		
	Invoice		Date	Description			Amount		
	#INVSAC47953		06/16/2026	6490035 MODULE-I/O MULTIPLEX AB			$2,434.99		

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$2,434.99		
159853	06/25/2026	Open			Accounts Payable	ADLERHORST INTERNATIONAL LLC	$1,985.63		
	Invoice		Date	Description			Amount		
	124782		04/14/2026	LIGHTWEIGHT BITE SUIT			$1,985.63		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,985.63		
159854	06/25/2026	Open			Accounts Payable	ALL STAR TROPHY & SIGN LLC	$2,932.88		
	Invoice		Date	Description			Amount		
	2298		06/17/2026	6' BLACK TABLE CLOTHS x4, 8' TABLE CLOTHS x4, WHITE POPUP CANOPY			$2,498.38		
	2299		06/17/2026	ENGRAVING DASH PLAQUE FOR FAMILY FUN NIGHT			$434.50		
	Paying Fund			Cash Account			Amount		
	120 - Tourism			120.11000 (Cash)			$2,932.88		
159855	06/25/2026	Open			Accounts Payable	AT&T MOBILITY	$4,924.54		
	Invoice		Date	Description			Amount		
	3828X04102026		04/02/2026	PD AIRCARDS			$97.05		
	3828X05102026		05/02/2026	PD AIRCARDS			$87.48		
	4412X05272026		05/19/2026	FIRE AIRCARDS APR 20 - MAY 19			$821.19		
	5470X06102026		06/02/2026	ADMIN/ENGINE PHONES MAY 03 - JUN 02			$1,125.43		
	6865X05272026		05/19/2026	POLICE APR 20 - MAY 19 2026			$2,793.39		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,924.54		
159856	06/25/2026	Open			Accounts Payable	BARTON OVERHEAD DOOR INC	$2,528.00		
	Invoice		Date	Description			Amount		
	021669		04/27/2026	MAXUM TROLLEY OPER AND REMOVAL OF EXISTING MOTOR ST#31			$2,318.00		
	021371		04/10/2026	ST#33 COMMERCIAL LABOR			$210.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,528.00		
159857	06/25/2026	Open			Accounts Payable	BAY AREA CONSULTANTS INC	$20,527.60		
	Invoice		Date	Description			Amount		
	E08713-A		11/25/2025	23-027 Certified Coating Inspection Services-11/25/25			$20,527.60		
	Paying Fund			Cash Account			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$20,527.60		
159858	06/25/2026	Open			Accounts Payable	BKS Law Firm, A Professional Corporation	$3,135.00		
	Invoice		Date	Description			Amount		
	May 2026		06/08/2026	SRWA - Legal Services for 2025-26 May 2026			$3,135.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$3,135.00		
159859	06/25/2026	Open			Accounts Payable	BONANDER AUTO TRUCK & TRAILER INC	$645.27		
	Invoice		Date	Description			Amount		
	613411		06/16/2026	395-55 KTI 2-BUTTON REMOTE			$151.29		
	613413		06/16/2026	DC-4348 HYDRAULIC PUMP 12V 6QT			$493.98		

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$645.27		
159860	06/25/2026	Open			Accounts Payable	Brown Armstrong Accountancy Corporation	$9,666.25		
	Invoice		Date	Description			Amount		
	286087		05/31/2026	2025 Audit - PFA, AVA, TDA & SRWA			$9,666.25		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$800.00		
	216 - Streets - Local Transportation			216.11000 (Cash)			$733.26		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$433.13		
	420 - WATER			420.11000 (Cash)			$433.12		
	426 - Transit			426.11000 (Cash)			$1,466.74		
	950 - SRWA - JPA			950.11000 (Cash)			$5,800.00		
159861	06/25/2026	Open			Accounts Payable	BUREAU VERITAS NO AMERICA	$300.00		
	Invoice		Date	Description			Amount		
	26026837RI00293		05/27/2026	PLAN REVIEW SERVICES FOR NIAGRA CASP REVIEW			$150.00		
	26026836RI00293		05/27/2026	PLAN REVIEW SERVICES FOR NIAGRA CASP REVIEW			$150.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$300.00		
159862	06/25/2026	Open			Accounts Payable	CANAL VETERINARY HOSPITAL INC	$979.13		
	Invoice		Date	Description			Amount		
	4882		04/17/2026	A043001			$350.37		
	6080		05/17/2026	WILLY			$628.76		
	Paying Fund			Cash Account			Amount		
	266 - Police Services Grants			266.11000 (Cash)			$979.13		
159863	06/25/2026	Open			Accounts Payable	CCME, Inc.	$63,733.59		
	Invoice		Date	Description			Amount		
	04 CP23-068 BP3		06/10/2026	23-068 CM for Roads Task Order 3 BP 3 May 2026			$61,304.40		
	16 CP23-067 BP1		06/04/2026	23-067 CM for Roads Task Order 2 BP1 May 2026			$2,429.19		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$63,733.59		
159864	06/25/2026	Open			Accounts Payable	Chemtrade Chemicals Corp DBA Chemtrade Chemicals	$5,122.69		
	Invoice		Date	Description			Amount		
	90407029		06/10/2026	SRWA SUPPLY AND DELIVERY OF Aluminum Sulfate 6.10.26			$5,122.69		
	Paying Fund			Cash Account			Amount		
	450 - SRWA - Operations			450.11000 (Cash)			$5,122.69		
159865	06/25/2026	Open			Accounts Payable	CINTAS FIRST AID AND SAFETY, CINTAS CORP NO 2	$512.62		
	Invoice		Date	Description			Amount		
	5341934101		06/15/2026	First Aid & Safety Supplies Management - Transit			$8.72		
	5341934109		06/15/2026	First Aid & Safety Supplies Management - TPD			$324.51		
	5341934110		06/15/2026	First Aid & Safety Supplies Management - Fire			$76.71		
	5339498804		06/02/2026	First Aid & Safety Supplies Management - Transit			$102.68		
	Paying Fund			Cash Account			Amount		

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	110 - General Fund			110.11000 (Cash)			$401.22		
	426 - Transit			426.11000 (Cash)			$111.40		
159866	06/25/2026	Open			Accounts Payable	CITY OF MODESTO	$32,643.83		
	Invoice		Date	Description			Amount		
	170239		06/01/2026	FIRE ADMINISTRATIVE SERVICES JUNE 2026			$32,643.83		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$32,643.83		
159867	06/25/2026	Open			Accounts Payable	CRESCENT SURPLUS INC	$1,224.35		
	Invoice		Date	Description			Amount		
	076332		06/11/2026	PATCHES HAT/SHIRT - JJIMENEZALMANZA			$13.04		
	076331		06/11/2026	UNIFORM - JJIMENEZALMANZA			$386.42		
	075754		03/03/2026	UNIFORM - MVASQUEZ			$440.11		
	076158		05/11/2026	UNIFORM - JSTEA			$384.78		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,224.35		
159868	06/25/2026	Open			Accounts Payable	CULLIGAN INC	$45.05		
	Invoice		Date	Description			Amount		
	CD3763840		06/08/2026	Water Softener Exchange Service for Transit			$45.05		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$45.05		
159869	06/25/2026	Open			Accounts Payable	CURTIS & SONS INC, L N	$16,121.19		
	Invoice		Date	Description			Amount		
	INV1077865		06/10/2026	BUBBLE CUP 20/95GPM NOZZLE W/ SHUTOFF & PISTOL GRIP			$3,975.68		
	INV1075057		05/29/2026	BLK UNPAINTED MATTE FINISH TRADITIONAL HELMET			$1,495.77		
	INV1057182		05/09/2026	BLK WILDFIRE XL HELMET			$704.87		
	INV1054405		03/31/2026	TURNOUT GEAR AND ACCESSORIES			$9,944.87		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$16,121.19		
159870	06/25/2026	Open			Accounts Payable	DOCUSCRIPT, LLC	$129.66		
	Invoice		Date	Description			Amount		
	3102		06/01/2026	TRANSCRIPTION SERVICES FOR MAY 2026			$129.66		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$129.66		
159871	06/25/2026	Open			Accounts Payable	E Source Companies LLC	$2,477.20		
	Invoice		Date	Description			Amount		
	15008		05/31/2026	water audit compilation			$2,477.20		
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$2,477.20		
159872	06/25/2026	Open			Accounts Payable	EQUIFAX	$19.21		
	Invoice		Date	Description			Amount		
	2072643982		05/17/2026	PD BACKGROUNDS			$19.21		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$19.21		

City of Turlock

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159873	06/25/2026	Open			Accounts Payable	FEDERAL EXPRESS	$45.44		
	Invoice		Date	Description			Amount		
	9-346-48922		06/19/2026	SHIPPING CHARGES FOR 6-19-26			$45.44		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$45.44		
159874	06/25/2026	Open			Accounts Payable	GALL'S, LLC	$3,381.50		
	Invoice		Date	Description			Amount		
	035063600		05/15/2026	FLEXFORCE RIOT CONTROL SUITS			$3,381.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,381.50		
159875	06/25/2026	Open			Accounts Payable	GARTON TRACTOR INC	$1,258.26		
	Invoice		Date	Description			Amount		
	P8716801		06/11/2026	51551956 SEAT DRIVER 0102227			$1,258.26		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,258.26		
159876	06/25/2026	Open			Accounts Payable	Gerardo Hernandez DBA Jenny's Jumpers	$750.00		
	Invoice		Date	Description			Amount		
	IN00078		05/19/2026	2 BOUNCE HOUSES, GENERATOR AND DELIVERY FEE FOR FAMILY FUN NIGH			$750.00		
	Paying Fund			Cash Account			Amount		
	120 - Tourism			120.11000 (Cash)			$750.00		
159877	06/25/2026	Open			Accounts Payable	GILLIG LLC	$395.07		
	Invoice		Date	Description			Amount		
	41450104		06/11/2026	04-42849-000 5.5PSI	2 EA VALVE-RELAY R-12DC		$395.07		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$395.07		
159878	06/25/2026	Open			Accounts Payable	GOMES & SONS INC, JOE M	$48,163.05		
	Invoice		Date	Description			Amount		
	105410		06/15/2026	CUST #24090 - Fuel Expense for 6/1/26 - 6/15/26			$45,689.58		
	105276		06/08/2026	Fuel for Fire #3			$2,473.47		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$25,609.81		
	205 - Sports Facilities			205.11000 (Cash)			$1,094.67		
	217 - Streets - Gas Tax			217.11000 (Cash)			$3,813.05		
	246 - Landscape Assessment			246.11000 (Cash)			$2,014.31		
	255 - CDBG			255.11000 (Cash)			$145.54		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$5,731.42		
	420 - WATER			420.11000 (Cash)			$4,609.99		
	426 - Transit			426.11000 (Cash)			$4,559.91		
	450 - SRWA - Operations			450.11000 (Cash)			$584.35		
159879	06/25/2026	Open			Accounts Payable	GRAINGER INC, W W	$770.88		
	Invoice		Date	Description			Amount		
	9931864558		05/28/2026	SRWA Supplies - NE Pond Project PVC Risers			$402.81		
	9947441987		06/10/2026	SRWA Supplies - Tubing			$63.36		
	9949489406		06/11/2026	SRWA Supplies - Water Filtration System			$304.71		
	Paying Fund			Cash Account			Amount		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	450 - SRWA - Operations			450.11000 (Cash)		$770.88			
159880	06/25/2026	Open			Accounts Payable	Guarantee Janitorial Service	$7,264.21		
	Invoice		Date	Description		Amount			
	3093		06/08/2026	Bus Stop Cleaning and Waste Removal for May 2026		$7,264.21			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		$7,264.21			
159881	06/25/2026	Open			Accounts Payable	HAWORTH INC	$37,908.64		
	Invoice		Date	Description		Amount			
	3002183582		06/22/2026	OFFICE ADDITION - CMO & HR - HAWORTH		$35,011.35			
	3002184391		06/22/2026	OFFICE ADDITION - CMO & HR - HAWORTH		$1,777.26			
	3002188948		06/22/2026	Electric Base - 03302026 - Office Reorganization		$1,120.03			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$37,908.64			
159882	06/25/2026	Open			Accounts Payable	HCI SYSTEMS, INC	$465.00		
	Invoice		Date	Description		Amount			
	I0163103		06/16/2026	SRWA Quarterly Fire Sprinkler Testing/Inspection March 2026		$465.00			
	Paying Fund			Cash Account		Amount			
	950 - SRWA - JPA			950.11000 (Cash)		$465.00			
159883	06/25/2026	Open			Accounts Payable	Jocelyn E. Roland Ph.D., ABPP, INC	$1,000.00		
	Invoice		Date	Description		Amount			
	25065		05/28/2026	CONTRACT JUNE 2026		$1,000.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,000.00			
159884	06/25/2026	Open			Accounts Payable	Juan Ramon Aveytia DBA Quickpro Locksmith	$180.00		
	Invoice		Date	Description		Amount			
	QP8978		06/08/2026	Transit Center Lobby door repair and parts		$180.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit			426.11000 (Cash)		$180.00			
159885	06/25/2026	Open			Accounts Payable	LEHR Upfitters OpCo LLC dba LEHR	$99,370.60		
	Invoice		Date	Description		Amount			
	SI131997		04/30/2026	32625 2026 Ford PIU- Patrol		$24,007.72			
	SI131998		04/30/2026	32629 2026 Ford PIU- Patrol		$22,394.63			
	SI132000		04/30/2026	32624 2026 Ford PIU- Patrol		$22,394.63			
	SI132337		05/12/2026	32633 2026 Ford PIU- K9		$30,573.62			
	Paying Fund			Cash Account		Amount			
	506 - Vehicle/Equipment Replacement			506.11000 (Cash)		$99,370.60			
159886	06/25/2026	Open			Accounts Payable	Lhoist North America of Arizona, Inc.	$9,550.38		
	Invoice		Date	Description		Amount			
	1102612027		06/09/2026	SRWA SUPPLY AND DELIVERY OF Hydrated Lime 6.09.26		$9,550.38			
	Paying Fund			Cash Account		Amount			
	450 - SRWA - Operations			450.11000 (Cash)		$9,550.38			
159887	06/25/2026	Open			Accounts Payable	MARTIN MARIETTA MATERIALS INC	$102.54		
	Invoice		Date	Description		Amount			
	49523539		06/11/2026	ASPHALT		$102.54			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$102.54		
159888	06/25/2026	Open			Accounts Payable	Matrix Design Group, Inc.	$12,397.89		
	Invoice		Date	Description			Amount		
	0000050663		06/17/2026	Professional Services through 5/31/2026			$12,397.89		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			$12,397.89		
159889	06/25/2026	Open			Accounts Payable	MAVERICK DATA SYSTEMS	$1,000.00		
	Invoice		Date	Description			Amount		
	772		06/09/2026	WARRANT BUILDER PRO			$1,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,000.00		
159890	06/25/2026	Open			Accounts Payable	MICROBAC LABORATORIES, INC. dba GEOANALYTICAL LAB	$93.00		
	Invoice		Date	Description			Amount		
	726002326		06/12/2026	SRWA LABORATORY ANALYSIS SERVICES 76F003(6.02.26			$93.00		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$93.00		
159891	06/25/2026	Open			Accounts Payable	MME	$881.79		
	Invoice		Date	Description			Amount		
	050563		06/16/2026	V-680-0001	8" KANAFLEX 180AR VACUUM		$363.82		
	050581		06/17/2026	U-G45109 CONTROL / HD 25 GPM	WASHDOWN GUN WITH FORWARD		$517.97		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$881.79		
159892	06/25/2026	Open			Accounts Payable	MOTOROLA INC	$13,275.04		
	Invoice		Date	Description			Amount		
	1411250721		05/13/2026	VEHICLE MANAGER & COMMERCIAL DATA 4/6/26 - 4/5/27			$13,275.04		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$13,275.04		
159893	06/25/2026	Open			Accounts Payable	Mountain Cascade, Inc.	$396,961.49		
	Invoice		Date	Description			Amount		
	PP10/CP23-067BP3		06/15/2026	23-067 Construction for Roads BP3 April 2026			$396,961.49		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			$396,961.49		
159894	06/25/2026	Open			Accounts Payable	MWI VETERINARY SUPPLY CO DBA MWI ANIMAL HEALTH	$397.71		
	Invoice		Date	Description			Amount		
	68018343		05/27/2026	CANINE SPECTRA 6 INJ			$58.33		
	68018344		05/27/2026	TRAZODONE HCL TAB 100MG			$6.00		
	68046813		05/28/2026	RESCUE CONC 1 GAL			$188.31		
	68062964		05/29/2026	HYDRO FOAMER			$91.16		
	68129100		06/02/2026	AYRADIA ORAL SUS			$53.91		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$339.38		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	203 - Animal Fee Forfeiture			203.11000 (Cash)			$58.33		
159895	06/25/2026	Open			Accounts Payable	MY BARK CO INC	$9,559.00		
	Invoice		Date	Description			Amount		
	4-142602		04/09/2026	ENGINEERED WOOD FIBER FOR PLAYGROUNDS			$9,559.00		
	Paying Fund			Cash Account			Amount		
	301 - Capital Improvements			301.11000 (Cash)			$9,559.00		
159896	06/25/2026	Open			Accounts Payable	NAPA AUTO PARTS	$1,520.51		
	Invoice		Date	Description			Amount		
	859438		06/11/2026	27502MP SFI ENGINE OIL FILTER			$26.07		
	859477		06/12/2026	7548 BAT BCI 48 BATTERY			$300.13		
	859533		06/15/2026	3416 FIL FUEL FILTER ()			$606.78		
	859600		06/15/2026	825-1805 BK JACKTWL 155 ASMBLY-HD ()			$98.15		
	859637		06/16/2026	21348 SFI ENGINE OIL FILTER			$3.70		
	859702		06/16/2026	R1055 NON royal truck lock ()			$485.68		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,520.51		
159897	06/25/2026	Open			Accounts Payable	NBS GOVERNMENT FINANCE GROUP	$2,500.00		
	Invoice		Date	Description			Amount		
	202606-1976		06/03/2026	Development Impact Fee Comparison through May 25, 2026			$2,500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,500.00		
159898	06/25/2026	Open			Accounts Payable	OREILLY AUTO PARTS	$917.84		
	Invoice		Date	Description			Amount		
	2800-267746		06/11/2026	PRE 9CB403110 CTRL ARM			$591.29		
	2800-268794		06/15/2026	ULT R112197 ALTERNATOR			$326.55		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$917.84		
159899	06/25/2026	Open			Accounts Payable	OUTDOOR CREATIONS INC	$6,533.79		
	Invoice		Date	Description			Amount		
	12833		06/10/2026	CENTRAL PARK SIGN/CHAMBER OF COMMERCE			$6,533.79		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$6,533.79		
159900	06/25/2026	Open			Accounts Payable	Perkins dba Zacks Handyman and Construction, Nathan Zackery	$6,750.00		
	Invoice		Date	Description			Amount		
	20192566		06/09/2026	500 N. Tully #77 (Mobile Rehab) -Work completed for windows			$6,750.00		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$6,750.00		
159901	06/25/2026	Open			Accounts Payable	PERMITIUM, LLC	$4,800.00		
	Invoice		Date	Description			Amount		
	PER00042666		05/01/2026	PERMIT ARCHIVE ANNUAL SUBSCRIPTION 6/1/26 - 5/31/27			$4,800.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$4,800.00		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159902	06/25/2026	Open			Accounts Payable	Petrulakis Law & Advocacy, APC	$29,721.70		

Invoice	Date	Description	Amount
3277	04/30/2026	Cannabis - Perfect Union	$1,714.90
3278	04/30/2026	General Municipal	$6,926.60
3279	04/30/2026	Meetings - City Council	$791.20
3280	04/30/2026	Meetings - Planning Commission	$746.20
3281	04/30/2026	Meetings - Other Recurring	$378.40
3282	04/30/2026	Cannabis Regulation	$7,136.40
3283	04/30/2026	Cannabis - Evergreen	$1,521.10
3284	04/30/2026	Cannabis - NHC	$1,435.00
3285	04/30/2026	Cannabis - Firehouse	$1,435.00
3286	04/30/2026	Ordinance Reasonable Accommodation	$3,149.50
3287	04/30/2026	Cannabis - Plan4Dreeam Suppl. Background	$1,807.90
3288	04/30/2026	Ordinance Sidewalk Vending	$2,679.50

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$29,721.70

159903	06/25/2026	Open			Accounts Payable	PIRES, LIPOMI & BURKETT ARCHITECTURAL CORP	$2,264.25		

Invoice	Date	Description	Amount
7837	04/30/2026	SR08, 26-041 Animal Control Freezer-4/30/26	$1,790.25
7836	04/30/2026	SR05, 25-048 Security Fence Improv Public Safety Facilty-4/30/26	$474.00

Paying Fund	Cash Account	Amount
119 - American Rescue Plan Act	119.11000 (Cash)	$2,264.25

159904	06/25/2026	Open			Accounts Payable	PROVOST & PRITCHARD ENGINEERING GROUP INC	$46,280.71		

Invoice	Date	Description	Amount
131131	06/09/2026	25-024 Design Task Order 3 - May 2026	$38,559.57
131197	06/10/2026	CP26-015 Task Order 7 Roads Design - May 2026	$7,721.14

Paying Fund	Cash Account	Amount
115 - Measure A - Roads	115.11000 (Cash)	$46,280.71

159905	06/25/2026	Open			Accounts Payable	RAMONT'S TOW SERVICE	$934.00		

Invoice	Date	Description	Amount
255306	06/10/2026	TRA21-1069 tow bill	$934.00

Paying Fund	Cash Account	Amount
426 - Transit	426.11000 (Cash)	$934.00

159906	06/25/2026	Open			Accounts Payable	REED INC, GEORGE	$246.68		

Invoice	Date	Description	Amount
100400984	06/09/2026	ASPHALT	$122.31
100400837	06/08/2026	ASPHALT	$124.37

Paying Fund	Cash Account	Amount
219 - SB1 Road Maint & Rehab Account	219.11000 (Cash)	$246.68

159907	06/25/2026	Open			Accounts Payable	Rexel USA, Inc.	$17,875.43		

Invoice	Date	Description	Amount
S145095915.001	06/04/2026	SRWA - Rockwell Software License, Updates., & Support	$13,590.30
S145452458.001	06/09/2026	SRWA - Rockwell Software License, Updates., & Support	$4,285.13

City of Turlock

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$17,875.43		
159908	06/25/2026	Open			Accounts Payable	Richard D. Jones, APLC dba Jones Mayer	$157.50		
	Invoice		Date	Description			Amount		
	142366		05/31/2026	Special Counsel Legal Services May 31, 2026			$157.50		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$157.50		
159909	06/25/2026	Open			Accounts Payable	Rigo Dagio DBA AMERICA'S AUTO GLASS	$711.82		
	Invoice		Date	Description			Amount		
	00007297		05/27/2026	19-1341 windsheild			$361.34		
	00007319		06/04/2026	DW 2219 GTY (Slr, 3VF, Acstc Intrlyr, Hmdty			$350.48		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$711.82		
159910	06/25/2026	Open			Accounts Payable	ROSS-CAMPBELL INC	$2,000.00		
	Invoice		Date	Description			Amount		
	26-4001-3		06/15/2026	SB 1383 Organics Outreach Campaign			$2,000.00		
	Paying Fund			Cash Account			Amount		
	204 - SolidWaste/Recycle/PublicEducati			204.11000 (Cash)			$2,000.00		
159911	06/25/2026	Open			Accounts Payable	RQI INC DBA R Q I R Quality Installation	$2,180.19		
	Invoice		Date	Description			Amount		
	3295		06/16/2026	SERVICE CALL; 5/6/2026- 701 S. WALNUT- ADJUST SLIDING DOORS			$2,180.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,180.19		
159912	06/25/2026	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$4,030.10		
	Invoice		Date	Description			Amount		
	3046500477		06/11/2026	ML3Z6250A:FRD CAMSHAFT			$2,007.56		
	3046513390		06/11/2026	82-03713-000 - GASKET			$2.87		
	3046561546		06/16/2026	1669578C94:IH Head, Brake Booster, W/ Motor EXC			$1,196.29		
	3046563232		06/16/2026	75412-01A AMP F150			$823.38		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$4,030.10		
159913	06/25/2026	Open			Accounts Payable	SEEGERS PRINTING INC	$803.83		
	Invoice		Date	Description			Amount		
	0148004-IN		06/10/2026	FY 2025-2026- Housing Division #10 Non-Window Envelopes-5,000			$496.42		
	0147952-IN		06/03/2026	Business Cards, Engineering - C Braley			$81.47		
	0148005-IN		06/16/2026	Housing FY 25-26 #9 Return Envelopes 2500			$225.94		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$81.47		
	255 - CDBG			255.11000 (Cash)			$722.36		
159914	06/25/2026	Open			Accounts Payable	SHARPENING SHOP	$2,118.15		
	Invoice		Date	Description			Amount		
	465946		06/12/2026	HEDGE TRIMMER (3X); ASSESSMENTS			$2,118.15		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$2,118.15		
159915	06/25/2026	Open			Accounts Payable	SIEGFRIED ENGINEERING INC	$8,607.07		
	Invoice		Date	Description			Amount		
	52016		05/11/2026	23-069 Design Services Task Order 2 April 2026			$990.96		
	51994		05/11/2026	26-018 Design Roads Task 5 - April 2026			$7,616.11		
	Paying Fund			Cash Account			Amount		
	115 - Measure A - Roads			115.11000 (Cash)			$8,607.07		
159916	06/25/2026	Open			Accounts Payable	SOUTHERN TIRE MART	$7,154.87		
	Invoice		Date	Description			Amount		
	7320023946		06/16/2026	TIRE CHANGE MED TRUCK			$663.16		
	7320023918		06/17/2026	315/80R22.5/20 R192E ELCTRIC BUS			$6,402.98		
	7320023948		06/17/2026	4.80-8/6 CARL SPORT TRAIL			$88.73		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$7,154.87		
159917	06/25/2026	Open			Accounts Payable	STATE OF CALIFORNIA	$1,048.00		
	Invoice		Date	Description			Amount		
	042112		05/05/2026	APRIL FINGERPRINTING 2026			$1,048.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$901.00		
	205 - Sports Facilities			205.11000 (Cash)			$98.00		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$24.50		
	420 - WATER			420.11000 (Cash)			$24.50		
159918	06/25/2026	Open			Accounts Payable	T I D	$382,261.89		
	Invoice		Date	Description			Amount		
	083201 - JUN 26		06/09/2026	ACC#0832010000 - JUN 2026			$8,301.11		
	183201 - JUN 26		06/10/2026	ACC#1832010000 - JUN 2026			$9,423.99		
	283201 - JUN 26		06/10/2026	ACC#2832010000 - JUN 2026			$18,200.56		
	383201 - JUN 26		06/10/2026	ACC#3832010000 - JUN 2026			$3,920.18		
	483201 - JUN 26		06/11/2026	ACC#4832010000 - JUN 2026			$220,004.55		
	683201 - JUN 26		06/09/2026	ACC#6832010000 - JUN 2026			$4,489.69		
	773201 - JUN 26		06/10/2026	ACC#7732010000 - JUN 2026			$9,173.36		
	873201 - JUN 26		06/09/2026	ACC#8732010000 - JUN 2026			$7,255.99		
	973201 - JUN 26		06/10/2026	ACC#9732010000 - JUN 2026			$101,492.46		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$34,790.02		
	205 - Sports Facilities			205.11000 (Cash)			$5,083.63		
	217 - Streets - Gas Tax			217.11000 (Cash)			$10,084.89		
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)			$23,269.29		
	232 - CFD #3 - Maintenance Services			232.11000 (Cash)			$130.59		
	246 - Landscape Assessment			246.11000 (Cash)			$9,991.62		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$179,552.11		
	416 - Recycled Water Sales			416.11000 (Cash)			$6,018.86		
	420 - WATER			420.11000 (Cash)			$110,208.23		
	426 - Transit			426.11000 (Cash)			$1,249.80		
	505 - Fleet			505.11000 (Cash)			$1,882.85		

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
159919	06/25/2026	Open			Accounts Payable	T-MOBILE USA INC	$150.00		
	Invoice		Date	Description			Amount		
	L2605070031		05/07/2026	TIME DIFFERENCE OF ARRIVAL TP26001131			$150.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$150.00		
159920	06/25/2026	Open			Accounts Payable	TAYLOR BACKHOE SERVICE, INC.	$97,376.09		
	Invoice		Date	Description			Amount		
	PP6/CP 21-043		05/31/2026	21-043 John Lazar Park-5/30/26			$97,376.09		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			$97,376.09		
159921	06/25/2026	Open			Accounts Payable	TAYLOR VETERINARY HOS INC	$237.78		
	Invoice		Date	Description			Amount		
	3462049		01/11/2026	FELINE-PATROL			$237.78		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$237.78		
159922	06/25/2026	Open			Accounts Payable	Tech M3 Inc dba PureForge	$1,700.49		
	Invoice		Date	Description			Amount		
	19-0680		06/05/2026	Miscellaneous PFK00131T 2021-2026 Chevy Tahoe Front Axle Brake K			$1,700.49		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$1,700.49		
159923	06/25/2026	Open			Accounts Payable	Trillium Solutions, Inc.	$7,014.98		
	Invoice		Date	Description			Amount		
	INVTR01190		06/08/2026	GTFS Maintenance, Interactive Passenger Map & Transit Alerts			$7,014.98		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$7,014.98		
159924	06/25/2026	Open			Accounts Payable	TURF STAR	$63.71		
	Invoice		Date	Description			Amount		
	INV160114		06/12/2026	126-6285: IGNITION SWITCH ASM			$63.71		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$63.71		
159925	06/25/2026	Open			Accounts Payable	TURLOCK IRRIGATION DISTRICT	$57,135.65		
	Invoice		Date	Description			Amount		
	40827		06/02/2026	SRWA - TID Commissioning Procedures & Normal Operations May 2026			$57,135.65		
	Paying Fund			Cash Account			Amount		
	950 - SRWA - JPA			950.11000 (Cash)			$57,135.65		
159926	06/25/2026	Open			Accounts Payable	TURLOCK JOURNAL	$300.00		
	Invoice		Date	Description			Amount		
	419675		05/26/2026	Legal Ad 5459			$175.00		
	420969		06/11/2026	Legal Ad 5465			$125.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$300.00		
159927	06/25/2026	Open			Accounts Payable	TURLOCK SCAVENGER CO INC	$124.91		
	Invoice		Date	Description			Amount		
	0003151214		05/31/2026	SRWA 6 yd Bin Service June 2026			$124.91		

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

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)			$124.91		
159928	06/25/2026	Open			Accounts Payable	TURLOCK SCAVENGER/SWEEPING	$48,945.38		
	Invoice		Date	Description			Amount		
	04-2026		04/30/2026	April Street Sweeping Services			$25,045.79		
	05-2026		05/31/2026	May Street Sweeping			$23,899.59		
	Paying Fund			Cash Account			Amount		
	217 - Streets - Gas Tax			217.11000 (Cash)			$43,071.94		
	246 - Landscape Assessment			246.11000 (Cash)			$5,873.44		
159929	06/25/2026	Open			Accounts Payable	TURLOCK SMOG LLC	$168.00		
	Invoice		Date	Description			Amount		
	#13522		01/02/2026	WT07-584 smog			$28.00		
	#13530		01/02/2026	TRA15-1039 smog			$28.00		
	#13543		01/05/2026	PED17-953 smog			$28.00		
	#13970		06/16/2026	PF02-4925 smog			$28.00		
	#13551		01/05/2026	40435 smog			$28.00		
	#15023		06/15/2026	POL16-1307 smog			$28.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$84.00		
	205 - Sports Facilities			205.11000 (Cash)			$28.00		
	420 - WATER			420.11000 (Cash)			$28.00		
	426 - Transit			426.11000 (Cash)			$28.00		
159930	06/25/2026	Open			Accounts Payable	UNITED PAVEMENT MAINTENANCE, INC.	$137,732.91		
	Invoice		Date	Description			Amount		
	P6/23-067BP2 RET		06/15/2026	23-067 Construction Task 3 BP2 Nov-Dec 2025 Retention Release			$137,732.91		
	Paying Fund			Cash Account			Amount		
	218 - Measure L			218.11000 (Cash)			$137,732.91		
159931	06/25/2026	Open			Accounts Payable	UNITED SAMARITANS FDT INC	$1,325.08		
	Invoice		Date	Description			Amount		
	25-20897		06/11/2026	Public Service-United Samaritans FDT- FY 2025-26- Draw #4			$1,325.08		
	Paying Fund			Cash Account			Amount		
	255 - CDBG			255.11000 (Cash)			$1,325.08		
159932	06/25/2026	Open			Accounts Payable	UNITED SITE SERVICES OF CALIFORNIA, INC.	$141.68		
	Invoice		Date	Description			Amount		
	114-14240114		05/31/2026	PEDRETTI PORTABLES WEEKLY SERVICE			$70.84		
	114-14238701		05/28/2026	PEDRETTI PORTABLES WEEKLY SERVICE			$70.84		
	Paying Fund			Cash Account			Amount		
	205 - Sports Facilities			205.11000 (Cash)			$141.68		
159933	06/25/2026	Open			Accounts Payable	UNIVAR SOLUTIONS USA, LLC dba UNIVAR SOLUTIONS USA	$14,794.21		
	Invoice		Date	Description			Amount		
	53960141		06/12/2026	SRWA SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 6.12.26			$14,794.21		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	450 - SRWA - Operations			450.11000 (Cash)			$14,794.21		
159934	06/25/2026	Open			Accounts Payable	Urban Solar Inc.	$406.11		
	Invoice		Date	Description			Amount		
	1600		06/08/2026	Electric Control Module for Solar Lights			$406.11		
	Paying Fund			Cash Account			Amount		
	426 - Transit			426.11000 (Cash)			$406.11		
159935	06/25/2026	Open			Accounts Payable	VALLEY ENTRY SYSTEM INC	$290.00		
	Invoice		Date	Description			Amount		
	49746		03/13/2026	SERVICE CALL 11/18/2025; REPAIR GATE AT PSF			$290.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$290.00		
159936	06/25/2026	Open			Accounts Payable	VERIZON WIRELESS	$2,766.68		
	Invoice		Date	Description			Amount		
	6142724748		05/03/2026	Human Relations Verizon 4/4/26-5/3/26			$41.39		
	6145242605		06/03/2026	972530635-00023 Engineering MAY 4 - JUN 3 2026			$491.31		
	6145242609		06/03/2026	972530635-00029 UTILITIES MAY 4 - JUN 3 2026			$1,441.32		
	6145242612		06/03/2026	972530635-00033 Transit MAY 4 - JUN 3 2026			$308.36		
	6145242615		06/03/2026	972530635-00038 SRWA Monthly Service & Equipment 6.03.26			$484.30		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$490.85		
	246 - Landscape Assessment			246.11000 (Cash)			$40.01		
	255 - CDBG			255.11000 (Cash)			$41.85		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$658.79		
	420 - WATER			420.11000 (Cash)			$742.52		
	426 - Transit			426.11000 (Cash)			$308.36		
	450 - SRWA - Operations			450.11000 (Cash)			$484.30		
159937	06/25/2026	Open			Accounts Payable	WARDEN'S OFFICE INC	$3,858.82		
	Invoice		Date	Description			Amount		
	415636-00		06/12/2026	OFFICE ADDITION - CMO & HR - WARDENS			$3,823.60		
	216709-00		06/12/2026	NAME PLATES - GOVERNALE AND SPANGLER			$35.22		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$3,858.82		
159938	06/25/2026	Open			Accounts Payable	WEST PUBLISHING CORPORATION	$359.00		
	Invoice		Date	Description			Amount		
	853662266		06/01/2026	ONLINE SOFTWARE SUBSCRIPTIONS FOR 5/01/26 - 5/31/26			$359.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$359.00		
159939	06/25/2026	Open			Accounts Payable	WEST STEEL & PLASTIC	$434.50		
	Invoice		Date	Description			Amount		
	425562		06/04/2026	policarbo windows			$434.50		
	Paying Fund			Cash Account			Amount		
	505 - Fleet			505.11000 (Cash)			$434.50		
159940	06/25/2026	Open			Accounts Payable	WEST YOST & ASSOCIATES INC.	$756.50		
	Invoice		Date	Description			Amount		
	2067301		04/30/2026	Water Conservation Compliance - May 8, 2026			$756.50		

City of Turlock

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	420 - WATER			420.11000 (Cash)			$756.50		
159941	06/25/2026	Open			Accounts Payable	WESTWOOD PROFESSIONAL SERVICES, INC.	$7,812.85		
	Invoice		Date	Description			Amount		
	1260601514		05/30/2026	SR03, 21-043 Northeast Neighborhood Park-J Lazar Park-5/30/26			$4,702.50		
	1260601513		05/30/2026	SR04, 25-056 Columbia Pool Exhaust Fan-5/30/26			$3,110.35		
	Paying Fund			Cash Account			Amount		
	228 - Park Development Tax			228.11000 (Cash)			$4,702.50		
	301 - Capital Improvements			301.11000 (Cash)			$3,110.35		
159942	06/25/2026	Open			Accounts Payable	WEXBANK	$83.19		
	Invoice		Date	Description			Amount		
	113199091		06/15/2026	SHELL FUEL 6-15-26			$83.19		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$83.19		
159943	06/25/2026	Open			Accounts Payable	ANDERSON-LITFIN, INC.	$216.00		
	Invoice		Date	Description			Amount		
	GP 24-012G		06/15/2026	DUST SECURITY REFUND GP 24-012G 1140 W GLENWOOD AVE			$216.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$216.00		
159944	06/25/2026	Open			Accounts Payable	Bublak, Amy	$2,207.93		
	Invoice		Date	Description			Amount		
	TR5322 Per Diem		06/03/2026	TR5322-US Mayors Conf Annual 2026			$2,207.93		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$2,207.93		
159945	06/25/2026	Open			Accounts Payable	CAR WASH PARTNERS INC , DEPT 880266	$27,500.00		
	Invoice		Date	Description			Amount		
	EP 25-072E		06/12/2026	EP 25-072E REFUND IMP SEC			$27,500.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$27,500.00		
159946	06/25/2026	Open			Accounts Payable	DELGADILLO, ALISSA	$1,000.00		
	Invoice		Date	Description			Amount		
	20042319		06/01/2026	SENIOR CENTER RENTAL DEPOSIT CHECK REFUND			$1,000.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$1,000.00		
159947	06/25/2026	Open			Accounts Payable	Glenn Sherman & Linda Sue	$280.36		
	Invoice		Date	Description			Amount		
	APN: 073045054		06/25/2026	Voumard #1 - 4102 WINDROSE DR			$280.36		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$280.36		
159948	06/25/2026	Open			Accounts Payable	GRISWOLD INDUSTRIES	$223,506.80		
	Invoice		Date	Description			Amount		
	EP 25-144E		06/17/2026	EP 25-144E 3731 MOUNTAIN VIEW RD			$223,506.80		

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$223,506.80		
159949	06/25/2026	Open			Accounts Payable	Harms O Bruce & Cheryl Ann	$1,678.49		
	Invoice		Date	Description			Amount		
	APN: 071061024		06/25/2026	Ferreira Ranch Estates No. 3 - 464 SUNSHINE CT			$1,678.49		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$1,678.49		
159950	06/25/2026	Open			Accounts Payable	Harms O Bruce & Cheryl Ann	$138.05		
	Invoice		Date	Description			Amount		
	APN: 071064013		06/25/2026	Rose Cottages - 423 GARDEN GATE WAY			$138.05		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$138.05		
159951	06/25/2026	Open			Accounts Payable	HIGAREDA, GERARDO	$100.00		
	Invoice		Date	Description			Amount		
	TR 5323 DEMAND		06/16/2026	DEMAND - REIMBURSEMENT FOR FUEL - 6/9/26			$100.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$100.00		
159952	06/25/2026	Open			Accounts Payable	Linda Ann Alaniz	$214.12		
	Invoice		Date	Description			Amount		
	APN: 073050007		06/25/2026	Legends North #2 - 1692 MOONBEAM WAY			$214.12		
	Paying Fund			Cash Account			Amount		
	246 - Landscape Assessment			246.11000 (Cash)			$214.12		
159953	06/25/2026	Open			Accounts Payable	Surenna, Surenna	$24.67		
	Invoice		Date	Description			Amount		
	378 I St.		06/15/2026	Refund for Payoff of FTHB Loan for 378 I Street, Turlock			$24.67		
	Paying Fund			Cash Account			Amount		
	257 - State HOME Funds			257.11000 (Cash)			$24.67		
159954	06/25/2026	Open			Accounts Payable	Arroyo, Juan	$286.00		
	Invoice		Date	Description			Amount		
	TR 5312 PER DIEM		06/16/2026	NASRO NATIONAL SCHOOL SAFETY CONFERENCE, 6/28-7/2, RENO, NV			$286.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$286.00		
159955	06/25/2026	Open			Accounts Payable	BEECH, JOHN-PAUL	$286.00		
	Invoice		Date	Description			Amount		
	TR 5312 PER DIEM		06/16/2026	NASRO NATIONAL SCHOOL SAFETY CONFERENCE, 6/28-7/2, RENO, NV			$286.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$286.00		
159956	06/25/2026	Open			Accounts Payable	GOMEZ, GUSTAVO	$286.00		
	Invoice		Date	Description			Amount		
	TR 5312 PER DIEM		06/16/2026	NASRO NATIONAL SCHOOL SAFETY CONFERENCE, 6/28-7/2, RENO, NV			$286.00		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$286.00		
Type Check Totals:					128 Transactions		$1,998,866.64		

City of Turlock

Payment Register

From Payment Date: 6/19/2026 - To Payment Date: 6/25/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	128	$1,998,866.64	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	128	$1,998,866.64	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	128	$1,998,866.64	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	128	$1,998,866.64	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**128**	**$1,998,866.64**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**128**	**$1,998,866.64**	**$0.00**

All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**128**	**$1,998,866.64**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**128**	**$1,998,866.64**	**$0.00**

City of Turlock

Payment Register

From Payment Date: 4/1/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
6108	04/13/2026	Open			Accounts Payable	WFG National Title Insurance Company	$100,000.00		
	Invoice		Date	Description			Amount		
	26-135169		04/13/2026	26-135169 FTHB for 3036 Andre Lane			$100,000.00		
	Paying Fund			Cash Account			Amount		
	260 - PLHA-PermanentLocalHousingAlloc			260.11000 (Cash)			$100,000.00		
6147	04/24/2026	Open			Accounts Payable	US BANK-VISA	$139,429.16		
	Invoice		Date	Description			Amount		
	4/22/2026X9452		04/24/2026	Procurement Card Charges - 4/22/26 Statement			$139,429.16		
	Paying Fund			Cash Account			Amount		
	110 - General Fund			110.11000 (Cash)			$139,429.16		
6151	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$97.09		
	Invoice		Date	Description			Amount		
	824880816		04/09/2026	PREMIUMS APRIL 2026 - MANAGEMENT			$97.09		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$97.09		
6152	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$25.55		
	Invoice		Date	Description			Amount		
	824880824		04/09/2026	PREMIUMS APRIL 2026 - COBRA			$25.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$25.55		
6153	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$25.55		
	Invoice		Date	Description			Amount		
	824880817		04/09/2026	PREMIUMS APRIL 2026 - EXECUTIVE TEAM			$25.55		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$25.55		
6154	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$76.65		
	Invoice		Date	Description			Amount		
	824880819		04/09/2026	PREMIUMS APRIL 2026 - CONFIDENTIAL			$76.65		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$76.65		
6155	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$204.40		
	Invoice		Date	Description			Amount		
	824880820		04/09/2026	PREMIUMS APRIL 2026 - FIRE			$204.40		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$204.40		
6156	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$434.35		
	Invoice		Date	Description			Amount		
	824880821		04/09/2026	PREMIUMS APRIL 2026 - TAPO			$434.35		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$434.35		
6157	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$30.66		
	Invoice		Date	Description			Amount		
	824880822		04/09/2026	PREMIUMS APRIL 2026 - TMAPS			$30.66		
	Paying Fund			Cash Account			Amount		

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From Payment Date: 4/1/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	511 - Health Care			511.11000 (Cash)			$30.66		
6158	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$81.76		
	Invoice		Date	Description			Amount		
	824880823		04/09/2026	PREMIUMS APRIL 2026 - RETIREES			$81.76		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$81.76		
6159	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$930.02		
	Invoice		Date	Description			Amount		
	824880818		04/09/2026	PREMIUMS APRIL 2026 - TCEA			$930.02		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$930.02		
6160	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$20.44		
	Invoice		Date	Description			Amount		
	824868939		04/09/2026	PREMIUMS APRIL 2026 - CITY OF TURLOCK			$20.44		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$20.44		
6161	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$38.40		
	Invoice		Date	Description			Amount		
	824889708		03/31/2026	CLAIMS MARCH 2026 - CITY OF TURLOCK			$38.40		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$38.40		
6162	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$1,460.03		
	Invoice		Date	Description			Amount		
	824886639		03/31/2026	CLAIMS MARCH 2026 - MANAGEMENT			$1,460.03		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$1,460.03		
6163	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$74.50		
	Invoice		Date	Description			Amount		
	824886643		03/31/2026	CLAIMS MARCH 2026 - EXECUTIVE TEAM			$74.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$74.50		
6164	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$2,234.38		
	Invoice		Date	Description			Amount		
	824886644		03/31/2026	CLAIMS MARCH 2026 - TCEA			$2,234.38		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$2,234.38		
6165	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$67.50		
	Invoice		Date	Description			Amount		
	824886645		03/31/2026	CLAIMS MARCH 2026 - FIRE			$67.50		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$67.50		
6166	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$275.49		
	Invoice		Date	Description			Amount		
	824886648		03/31/2026	CLAIMS MARCH 2026 - TAPO			$275.49		
	Paying Fund			Cash Account			Amount		
	511 - Health Care			511.11000 (Cash)			$275.49		

City of Turlock

Payment Register

From Payment Date: 4/1/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
6167	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$188.75		

Invoice	Date	Description	Amount
824886650	03/31/2026	CLAIMS MARCH 2026 - TMAPS	$188.75

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$188.75

6168	04/13/2026	Open			Accounts Payable	VISION SERVICE PLAN CA	$660.85		

Invoice	Date	Description	Amount
824886651	03/31/2026	CLAIMS MARCH 2026 - RETIREES	$660.85

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	$660.85

6170	04/23/2026	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	$37,567.00		

Invoice	Date	Description	Amount
0056300489	06/18/2026	SALES TAX PURCHASE-OOS AND ONLINE VENDORS-2025 CALENDAR YEAR	$37,567.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,204.37
116 - Special Public Safety	116.11000 (Cash)	$1,960.89
201 - Asset Forfeiture	201.11000 (Cash)	$185.33
203 - Animal Fee Forfeiture	203.11000 (Cash)	$275.84
206 - Traffic Safety	206.11000 (Cash)	$100.09
217 - Streets - Gas Tax	217.11000 (Cash)	$124.68
219 - SB1 Road Maint & Rehab Account	219.11000 (Cash)	$8,248.30
240 - Small Equipment Replacement	240.11000 (Cash)	$1,591.49
246 - Landscape Assessment	246.11000 (Cash)	$117.54
301 - Capital Improvements	301.11000 (Cash)	$36.74
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$467.85
420 - WATER	420.11000 (Cash)	$148.85
426 - Transit	426.11000 (Cash)	$1,067.04
450 - SRWA - Operations	450.11000 (Cash)	$20,362.61
505 - Fleet	505.11000 (Cash)	$102.50
506 - Vehicle/Equipment Replacement	506.11000 (Cash)	$572.88

Type EFT Totals:	21 Transactions		$283,922.53
AP - Accounts Payable Totals			

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	21	$283,922.53	$0.00

City of Turlock

Payment Register

From Payment Date: 4/1/2026 - To Payment Date: 4/30/2026

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source		Payee Name	Transaction Amount	Reconciled Amount	Difference
					Reconciled	0	$0.00		$0.00	
					Voided	0	$0.00		$0.00	
					Total	21	$283,922.53		$0.00	

	All	Status	Count	Transaction Amount	Reconciled Amount
		Open	21	$283,922.53	$0.00
		Reconciled	0	$0.00	$0.00
		Voided	0	$0.00	$0.00
		Stopped	0	$0.00	$0.00
		Total	21	$283,922.53	$0.00

Grand Totals:

	EFTs	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**21**	**$283,922.53**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Total	**21**	**$283,922.53**	**$0.00**

	All	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
		Open	**21**	**$283,922.53**	**$0.00**
		Reconciled	**0**	**$0.00**	**$0.00**
		Voided	**0**	**$0.00**	**$0.00**
		Stopped	**0**	**$0.00**	**$0.00**
		Total	**21**	**$283,922.53**	**$0.00**

City Council Meeting Minutes

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

1. **CALL TO ORDER**

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

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

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

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

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

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

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

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

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

Economic Development Director Sims presented the Turlock Partnership Incentive Program check to owners of Wicked UTV.

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

Mayor Bublak presented the Certificates of Recognition to students Ashnil Singh, Jose Ochoa Prado and Christian Reategui.

C. Proclamation: July as Parks and Recreation Month

Assistant Municipal Services Director Packwood presented the proclamation of July as Parks and Recreation month.

D. Presentation: Golden State Boulevard (Roads Program)

Roads Program Manager Pezehk and Mark Thomas Consultant Ed Norega presented the item.

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

Transit Manager York presented the item.

6. PUBLIC PARTICIPATION

Mayor Bublak opened public comment at 6:28 PM and the following members of the public spoke:

Karina Mendoza
Terri Shaver
Abigail Pendleton
Sophie Weisman
Shawn Sheridan
John Gabelon
Mary Jackson

With no further comments, Mayor Bublak closed public comment at 6:45 PM.

7. CITY MANAGER REPORTS/UPDATES

Interim City Manager Fisher provided a comprehensive update on activities of the Stanislaus Regional Water Authority, reported on two American Rescue Plan Act–funded projects preparing to go out to bid, and concluded with an update on grant funding opportunities through the Stanislaus Council of Governments.

8. CONSENT CALENDAR

Mayor Bublak opened public comment at 6:49 PM and the following members of the public spoke:

Mary Jackson

With no further comments, Mayor Bublak closed public comment at 6:49 PM.

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

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

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

Action: Approved Motion: Accepting the Minutes of the June 9, 2026 Special City Council Meeting and the June 9, 2026 Regular City Council Meeting

B. Accepting the Weekly Demands of May 22, 2026 Through May 28, 2026 in the Amount of $3,463,446.66, May 29, 2026 Through June 4, 2026 in the Amount of $1,879,797.19, Accounts Payable EFT February 1, 2026 Through February 28, 2026 in the Amount of $609,531.38 and Payroll EFT February 1, 2026 Through February 28, 2026 in the Amount of $2,373,988.16.

Action: Approved Motion: Accepting the Weekly Demands of May 22, 2026 Through May 28, 2026 in the Amount of $3,463,446.66, May 29, 2026 Through June 4, 2026 in the Amount of $1,879,797.19, Accounts Payable EFT February 1, 2026 Through February 28, 2026 in the Amount of $609,531.38 and Payroll EFT February 1, 2026 Through February 28, 2026 in the Amount of $2,373,988.16.

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

Action: Approved Motion: Accepting the Investment and Cash Report for the Month of May 2026 in the Amount of $320,303,767.56.

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

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

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

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

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

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

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

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

Action: Approved Resolution No. 2026-081: Determining the award of bid for the construction of City Project No. 25-068 "In-Plant Drain Repair" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

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

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

Action: Approved Resolution No. 2026-082: Determining the award of bid for the construction of City Project No. 25-048 "Security Fence Improvements at the Public Safety Facility" is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

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

Action: Approved Motion: Approving an Agreement (City Contract No. 2026-185), in a form approved by the City Attorney, with Websoft Developers for Computerized Maintenance Management System (CMMS) and a Mobile Work Order Management Software for a period of five (5) years, with a total not to exceed amount of $390,822.42, without compliance to the formal bid procedure, pursuant to Turlock Municipal Code Section 2-7-08(b)(6), Information Technology Software.

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

Action: Approved Motion: Awarding RFB No. 06-2026 and approving Contract No. 2027-009 with Kemira Water Solutions, Inc. for the supply and delivery of Ferric Chloride for a period of one (1) year, in a total not to exceed amount of $150,000 to be expensed from Fund 410 “Water Quality Control” and Fund 420 “Water”

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

Action: Approved Motion: Awarding RFB No. 11-2026 and approving Contract No. 2027-013 with Univar Solutions USA LLC for the supply and delivery of Sodium Bisulfite for a period of one (1) year, in a total not to exceed amount of $200,000 to be expensed from Fund 410 "Water Quality Control"

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

Action: Approved Motion: Awarding bid No. 2026-RFP-016 and approving Contract No. 2026-159 with Microbac Laboratories, Inc. for Laboratory Analysis Services for a period of five (5) years, in a total not to exceed amount of $1,800,000 to be expensed from Fund 410 "Water Quality Control" account 410-51-530.43311 "Analysis Water Waste", Fund 420 "Water" account 420-52-550.43513 "Water Well Analysis", Fund 420 "Water" account 420-52-550.43504 "PCE Monitoring & Remediation", Fund 416 "Recycled Water Sales" account 416-51-530.43311 "Analysis Water Waste" (WQC)

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

Action: Approved Motion: Awarding RFB No. 13-2026 and approving Contract No. 2027-014 with Univar Solutions USA LLC for the supply and delivery of Sodium Hypochlorite for a period of one (1) year, in a total not to exceed amount of $3,500,000 to be expensed from Fund 410 "Water Quality Control", Fund 420 "Water", and Fund 450 "SRWA Operations."

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

Action: Approved Motion: Approving an agreement with Zenith Billboards, LLC, of Stockton, California, to sell and maintain advertising on the exteriors of Turlock Transit buses and within bus shelters as defined in RFP No. 25-023, and remit a portion of the sales revenue as defined by the Compensation Proposal of the Consultant's proposal, and authorizing the City Manager to execute all documents required to implement the proposed action.

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

Action: Approved Motion: Approving an agreement between Motorola Solutions and the City of Turlock, in a form approved by the City Attorney, in an amount not to exceed $790,735 for contracted maintenance of the radio system for the period of July 1, 2026 through June 30, 2030, where funding is budgeted in the respective departments funds and approving sole source procurement of radio system equipment from Motorola contingent on the availability of budgeted funds, without compliance to the formal bid procedures in accordance with Turlock Municipal Code Section 2-7-8(b)(2).

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

Action: Approved Motion: Approving an Agreement between the City of Turlock and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers at no cost to the covered employee and to provide pre-employment psychological evaluations for the Turlock Police Department for the period of July 1, 2026, through June 30, 2031.

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

Action: Approved Motion: Approving Amendment No. 3 to an Agreement between the City of Turlock and Axon Enterprises, Inc., for an added AI Technology Appendix.

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

Action: Approved Motion: Approving Amendment No. 3 to an Agreement between the City of Turlock and Clark Pest Control of Stockton, Inc. for pest and weed control services, to increase the annual compensation amount to $106,690 to City accounts 410-51-532.43125_016 “Maintenance Weed Spraying”, 217-50-510.43125_016 “Maintenance Weed Spraying” and 110-30-300.43125_016 “Maintenance Weed Spraying”

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

Action: Approved Motion: Appoint Lazar Piro to the Measure A Citizens Oversight Committee for a term ending July 1, 2029.

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

Action: Approved Motion: Authorize the City Manager to execute UKG TeleStaff Quote No. Q-412114 and UKG Ready Quote No. Q-423471, expensed to Fund 110 (General), for an initial term of three years, with automatic twelve-month renewal terms thereafter.

Action: Approved Motion: Approve an agreement with HRchitect, Inc. for UKG implementation services in the amount of $110,400, expensed to Fund 110 (General)

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

Action: Approved Resolution No. 2026-083: Approving and updating the memorandum of understanding (“MOU”) between the City of Turlock (“City”) and the Turlock Associated Police Officers (“TAPO”) covering the period of July 1, 2024, through June 30, 2027, incorporating the tentative agreement dated July 17, 2024, and existing side letter agreements, and approving agreed upon terms and conditions following reopener negotiations.

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

Action: Approved Resolution 2026-084: Approving the salary range of Water Resources Analyst II, Turlock City Employees Association (TCEA), range 30.3 and amending the TCEA Salary Schedule effective July 1, 2026.

9. **FINAL READINGS**

None

10. **PUBLIC HEARINGS**

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

Development Services Director Werner presented the item.

Mayor Bublak opened the Public Hearing at 7:13 PM and invited Appellant Sheridan to speak to the item. Mr. Sheridan submitted document "Additional Addendum to Chapter 1-4 Notice of Appeal filed on April 10, 2026" to City Clerk Fiez and concluded his oral argument at 7:23 PM.

Mayor Bublak opened public comment at 7:24 PM and the following members of the public spoke:

Armando Garcia

With no further comments, Mayor Bublak closed public comment at 7:27 PM.

Mayor Bublak invited Appellant Sheridan to speak to the item once more at 7:27 PM who then concluded his final oral argument at 7:32 PM.

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

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

Action: Approved Resolution No. 2026-085: Denying the appeal of the April 2, 2026, planning commission decision and upholding the planning commission determination that the administrative decision declaring building permit no. 25-1123, for the property at 290 n. Thor street, Stanislaus county APN 061-024-058 valid and that the building permit was properly issued.

11. **ACTION ITEMS**

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

Economic Development Director Sims presented the item in collaboration with students Ashnil Singh, Jose Ochoa Prado & Christian Reategui.

Mayor Bublak opened public comment at 7:52 PM and the following members of the public spoke:

Milt Trieweiler

With no further comments, Mayor Bublak closed public comment at 7:57 PM.

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

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

Action: Approved Resolution No. 2026-086: Approval of Memorandum of Understanding (MOU) Between the City of Turlock and California State University, Stanislaus for the Virtual Turlock Project

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

Human Relations Director Dhami presented the item.

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

Milt Trieweiler
Scott Siegel
Bob Puffer
Ron Bridegroom
No name provided
Mary Jackson

With no further comments, Mayor Bublak closed public comment at 8:17 PM.

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

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

Action: Approved Resolution No. 2026-087: Appointing John J. Murphy to the Position of City Manager for the City of Turlock and Approving the Related Employment Agreement

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

Councilmember Abram, Councilmember Bixel, and Vice Mayor Monez extended well-wishes to the community for a safe and enjoyable Fourth of July holiday.

Councilmember Phillips congratulated Mayor Bublak on her performance at the 2026 United States Police & Fire Championships held in San Diego.

Mayor Bublak highlighted the Mobile Home Rehabilitation Program currently available to residents and expressed appreciation to California State University, Stanislaus for their contributions to the Virtual Turlock Student Project.

13. **CLOSED SESSION**

None

14. **REPORTS FROM CLOSED SESSION**

None

15. **ADJOURNMENT**

Mayor Bublak adjourned the meeting at 8:33 PM.

Respectfully Submitted,

_____
Christina Cabada, Deputy City Clerk

DO NOT REMOVE

CITY OF TURLOCK INC. 1908

NICHOLE FIEZ
CITY CLERK

OFFICE OF THE CITY CLERK
NFIEZ@TURLOCK.CA.US

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 | FAX 209-668-5668 | TDD 1-800-735-2929

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Nichole Fiez, City Clerk

DATE: June 23, 2026

RE: **10A – Addendum to Appeal with Exhibits on May 8, 2026**

Agenda Item 10A – Appeal of the Planning Commission's April 2, 2026, Determination Upholding the Administrative Decision Regarding the Application for Building Permit #25-1123

The attached documents are being provided to the public as part of the public record. The attachment titled "3-9-26 Appeal Application of Administrative Decision_Redacted", included with the staff report, states that Exhibits A through X submitted with the appellant's May 8, 2026, addendum are retained and incorporated by reference. The attached documents consist of those exhibits.

DO NOT REMOVE

ADDENDUM TO CHAPTER 1-4 NOTICE OF APPEAL FILED ON APRIL 10, 2026

APPELLANT: Shawn Sheridan, Legal Agent for Tenant, Frances Dianne Sheridan

DATE: May 8, 2026

Received
MAY 08 2026
City of Turlock
City Clerk's Office

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01

I. INTRODUCTION

This appeal to the City Council is the result of a protracted, almost year-long effort to compel the enforcement of mandatory life-safety codes and assert the fundamental rights of my 81-year-old mother. While she has been the resident of Apartment 200 at 290 N. Thor Street for ten years, the current crisis began in February 2025 when the Newman-based Garcia family purchased the property and assumed the role of landlord. The central actor driving this situation is **Armando Garcia Jr**. His actions have resulted in the construction of structurally defective stairs that must now be replaced for a third time, as well as the repeated concealment of a compromised balcony frame.

The exterior stairs leading to Apartment 200 provide exclusive access, thereby constituting a legal appurtenance to the rental unit (Civil Code § 1941.1). As such, the tenant holds a vested property interest and a fundamental right to safe ingress and egress. She is directly and adversely aggrieved by the City's failures to enforce mandatory life-safety codes on the sole access point to her home (e.g., California Health and Safety Code §§ 17960, 17973, and 19825).

Furthermore, Mr. Garcia Jr.'s actions in twice replacing two sets of stairs for a six-unit apartment building have exposed key personnel within the Development Services Department, directed by Adrienne Werner. The administrative record demonstrates more than mere administrative bad faith; it exposes the City's active facilitation of a sophisticated commercial enterprise—one that admittedly manages a 100-property portfolio—unlawfully operating under the guise of a DIY 'Owner-Builder' to evade mandatory state licensing and life-safety codes.

This document provides a researched, undeniable factual record that compels the City Council to rectify the situation pertaining to the stairs, and is executed as a formal declaration. Pursuant to Turlock Municipal Code § 1-4-01(a), this *de novo* appeal encompasses "any action or decision" by the Planning… and Building and Safety Divisions of [Community] Development Services, as well as "any action or decision" by the Planning Commission, which improperly denied my initial appeal on April 2, 2026.

02 ## II. BACKGROUND

03 ### A. February through July 2025

04 #### 1. Tour of Apt 200 by Prospective Buyer(s)

On February 7, 2025, Apt 200, where I and my elderly mother reside, was toured by three men: Armando Garcia Sr., Armando Garcia Jr., and Hermay Castaneda. I am a non-tenant occupant and my elderly mother is the sole tenant. Mr. Castaneda handed me a Realtor business card, and I later learned his wife is Mr. Garcia Sr.'s daughter. The tour primarily consisted of Mr. Garcia Jr. asking me many questions, having been at the property for ten years, so I pointedly asked if he was the potential buyer, personally, and he replied, Yes.

05 #### 2. Property Purchase

On February 19, 2025, a Grant Deed was filed, granting the property at 290 N Thor St to:

> Armando P. Garcia, Sr. and Maria Guadalupe Garcia,
> Trustees of the Garcia 2017 Living Trust Dated September 27, 2017
> 27107 State Highway 33
> Newman, CA 95360

The Trustees have four adult children: Armando E. Garcia Jr., Karina (Garcia) Castaneda, Rolando Garcia, and Jose Garcia. Though unconfirmed, the circumstances strongly suggest that these are beneficiaries of the Trust, as named individuals and/or via entities (e.g., LLCs).

06 **3. New Landlord**

Effective immediately after the filing, the new landlord became:

> **Amarak Management, Inc.**
> 549 Crow Hill Dr in Newman (state-filed home address of the Trustees)
> Armando P. Garcia, Sr. ~ CEO
> Armando E. Garcia, Jr. ~ Vice President, Director
> Rolando Garcia ~ Vice President, Director
> Karina Castaneda ~ Secretary, CFO, Director, Property Manager

But for many months, I only knew the company name and that Ms. Castaneda was the property manager. On May 28, 2025, I decided to go to Modesto and obtain a copy of the Grant Deed, then I researched the landlord company due to unresolved landlord-tenant issues. That's when I learned that Armando Garcia Jr. had a different connection to the property than as owner, rather as a Trust beneficiary—equitable versus legal ownership—and as a corporate officer.

At the April 2, 2026, Planning Commission meeting, Mr. Garcia Jr. confirmed at the podium, in the presence of his father: *"my father owns 100 properties and I handle them for him."*

07 **4. Documented Coercive and Retaliatory Rent Demand**

On February 27, 2025, Mr. Garcia Jr. came to the apartment door and demanded that my mother increase her rent from $994 (below-market rate) to a minimum of $1,350 (35.7% increase) or else face consequences. I recorded the 14-minute conversation, and later that day emailed a partial transcript to Ms. Castaneda, who had already acknowledged by email that she received a copy of the month-to-month rental agreement.

- **On forced vacancy:** *"We get a company, an eviction company. And then they do what they gotta do… We have to do it legally. But there's, there's ways. And, even if we lose, uh, I mean, if I have to have the apartment vacant for a year, I'll do it."*
- **On his own ruthlessness:** When I remarked that his approach sounded ruthless, he agreed, stating, *"It is."* I replied, *"Do you sleep at night?"* He replied, *"Hey, 1.2 million dollars we paid for this thing."*

- **On the Tenant Protection Act:** When I reminded him that state law protects tenants against these specific moves, he replied, *"Well, yeah, but, uh, it's not gonna work."*
- **On utilizing financial leverage:** *"if we need to lose a little bit of money at the beginning, we'll do it. We, we, we own a lot."*
- **On his ultimate intent:** *"I can do whatever. I, I mean, there's ways to do this. There's ways. There's ways to do it. I don't wanna do that. I don't wanna get too confrontational. I don't wanna do that. But I know I won't put up with this."*

It was this interaction that prompted my mother to obtain a General Durable Power of Attorney, making me her legal agent three days later. My entire interaction with the City of Turlock as a legal agent is based on that one conversation.

On July 19, 2025, this interaction was communicated to Turlock Police Department Officer Ward as an attempted extortion, potentially under California Penal Code 484(a), 519, 524, and/or 664. Officer Ward declined to create a report, stating that it would never be pursued criminally. On July 21, I emailed a summary to Professional Standards Sergeant Inderbitzen after a second discussion with Sergeant Neves, who also declined to create a report.

08

5. Escalation to Verbal Assault and Physical Threats

On January 26, 2026, Officer Derek Johnson (CallForService #260260045) responded to my call after a brief, recorded interaction onsite with Mr. Garcia Jr., after he and his crew arrived to begin work on the stairs without notice. I confronted him about the lack of any notice and the perjurious status of the permit. The video was emailed to both the officer and several city staff. He stated:

- *"Get out of my face. Because I am going to take care of you. And you're going to learn the hard way."*
- *"You're going to learn the hard way. You're going to learn the hard way. I'm telling you."*
- *"Three. Two. One. I'm going to beat the sh-t out of you. I could do it so easy."*

- *"I'm the contractor, dumbass."*
- *"It's my f--king property."*

Internal communications obtained via PRA request #26-208 demonstrate the City's continuing deference to the contractor, even after formal enforcement actions were initiated.

On March 11, 2026—the day after Development Services Director Adrienne Werner formally signed and posted the Stop Work Order notices at the property—Armando Garcia Jr. emailed Director Werner (copying Building Inspector Enrique Delgadillo, Staff Services Analyst Kimberly Hammack, and his sister). Complaining about the enforcement, he stated:

> *"Good afternoon, I can meet you Friday at 11 o'clock in the morning if that works. I do have to mention that I feel harassed during this process. I have encountered much unexpected cost, and it has taken an excessive amount of my limited time.* ***All this, because we allow one person who has no authority dictate how we should proceed.*** *It makes me think twice before making any future improvements to our properties. In this case, an improvement that I did not have to make and yet has caused me over $20,000. I hope you guys take this into consideration."*

This correspondence functions as a documented confession of ongoing misrepresentation, which the City chose to ignore:

- **Admission of Financial Discrepancy:** Mr. Garcia Jr. explicitly claims the project "has caused me over $20,000." This directly contradicts Permit Application #25-1123, signed under penalty of perjury, which lists the project valuation at exactly $10,000. This stark admission indicates he is either actively falsifying project valuations to the City to minimize permit fees, or inadvertently confessing to the combined costs of his initial unpermitted build in August 2025 alongside the current non-compliant attempt.
- **Continuation of Ownership Fraud:** By stating the costs "caused *me*" financial harm and referencing "our properties," Mr. Garcia Jr. continues to portray himself as the legal owner.

The true property owners (the Trustees) would bear the capital expenditure. His statements expose the ongoing legal fiction the City is entertaining to allow a commercial contractor to operate under an Owner-Builder exemption.

- **The Director's Deferential Complicity:** Mr. Garcia Jr. explicitly demanded that the City "take into consideration" his financial grievances over being forced to adhere to state building standards. Despite this occurring just two days after the filing of an appeal to the Planning Commission, Director Werner simply replied: "*Good afternoon, 11:00 a.m. will work. Thank you for your patience.*"

Director Werner's response treats a formal, legally grounded enforcement action as a mere inconvenience to the violator. Thanking a contractor for his "patience"—while he actively maintains an un-engineered hazard and admits to financial discrepancies—treats the administrative appeal process as a mere formality rather than a mandate for life-safety oversight.

09 **6. Grounds Maintenance and Resulting Rent Increase**

At the end of March **2025**, the property was transformed from having established green grass, trees, and bushes, to bare dirt. That has remained the condition of the property through May 2026. I witnessed this being performed by the following companies, which notably share the same Newman address as the Trust:

- **Westside Landscape and Concrete, Inc.** (Armando Garcia, Jr. – CEO, Director; Rolando Garcia – CFO, Director; Karina Castaneda – Secretary)
- **Westside Landscape Services, Inc.** (Rolando Garcia – CEO, CFO, Director; Karina Castaneda – Secretary)

Four months after purchasing the property, on June 24, 2025, Ms. Castaneda emailed me stating: "*we have added the apartments to a routine maintenance program*". This 'program' has consistently consisted of two Westside employees (employed by Mr. Garcia Jr.) arriving bi-

monthly merely to blow the walkways and parking lot and spray for weeds to keep the ground as solid dirt.

I spoke with Assistant Planner Kate Bailey about this issue last summer at City Hall, who advised that the new property owner should be given a few more months to install new landscaping. Following up, she replied on December 9, 2025:

> *"Thank you for your email and for bringing this matter to our attention. We have received your complaint regarding the condition of the landscaping at the property... Once we have a response or next steps identified, we will contact you promptly."*

On December 22, 2025, I emailed both Ms. Bailey and Director Werner a formal complaint, which also addressed concerns about whether the property was subject to current municipal codes due to its age. Staff Services Analyst Kimberly Hammack replied that the matter was transferred to the City Attorney's Office and "*...we will follow up with you once a determination has been made.*"

While the City's enforcement stalled, the property owners leveraged the uncorrected blight as justification for a rent increase. On March 18, 2026, my mother received a rent increase notice for the first time under the current ownership. The language of which was immediately disputed, including this sentence: "*The rent increase includes additional fees, such as landscaping and other related charges.*"

At the April 2, 2026, Planning Commission meeting, I saw Ms. Bailey in the sound booth and asked if I was ever going to receive a status update; she replied that I must directly ask Director Werner. On April 26, 2026, I followed up by email: "Ms. Bailey, it has now been almost FIVE MONTHS…" She forwarded that to Director Werner, who replied at 8:09 p.m. on April 28:

> *"Mr. Sheridan, I spoke with Armando Garcia today regarding the landscaping at 290 N. Thor Street. He indicated they intend to replace the landscaping. Thank you for your inquiry."*

10

7. Corporate Complexity and Entity Shielding

On June 27, 2025, according to a Stanislaus County record, a second corporate yard for Westside Landscape and Concrete, Inc., was purchased, at 887 N St in Newman, held by the same Trust as the apartments at 290 N Thor St in Turlock.

Notably, Rolando Garcia's Westside Landscape Services, Inc. (CSLB License #1107547) began an exempt status for Workers' Compensation Insurance at the CSLB's website effective the day before (June 26).

Armando P. Garcia Sr. maintains many single-member real estate investment LLCs, such as:

Amarak Farms, LLC
Amarak Investments, LLC (used for the application and plans for **Permit #25-1123**)
AMA Amarak Properties, LLC (Armando Sr., Maria, Armando Jr.)
AMK Amarak Properties, LLC (Karina)
AMR Amarak Properties, LLC (Rolando)
AMJ Amarak Properties, LLC (Jose)

The state filings for all six entities show his home address of 549 Crow Hill Dr in Newman, but the Trust conspicuously has the same address as the Westside Landscape companies.

The Garcia children have their own entities, as well, for real estate investments:

A. Garcia Properties, LLC
K. Castaneda Properties, LLC
R. Garcia Properties, LLC
J. A. Garcia Properties, LLC

The City Council should be aware that the initial, unredacted Planning Commission Agenda Packet publicly displayed the driver's licenses of both Mr. Garcia Sr. and Mr. Garcia Jr.

On Sunday, March 29, 2026, I emailed the City about the privacy violations, and by Monday the images were redacted. This disclosure revealed that Mr. Garcia Jr.'s driver's license shows the address of both his company and the Trust, not his home.

This finding is not a side note, but rather suggests Mr. Garcia Jr. likely showed his driver's license to Building and Safety Division staff during the permitting process (#25-1123) for his now proven impersonation of his father. Nevertheless, the caveat is that his name is plainly shown as **Armando Estrada Garcia Jr**, not **Armando Plasencia Garcia** (Sr).

As further detailed in part III, Mr. Garcia Jr.'s direct contact information is shown on both the permit application for #25-1123 and the approved plans next to 'Amarak Investments', a single-member LLC belonging to his father.

11

8. June and July 2025 Complaints to the Building and Safety Division

Shortly after the property was purchased in February 2025, the exterior building light sensor was turned off, so that no lights came on at night for any apartment door, stairs, or parking lot. On June 4, 2025, I went to City Hall and began the process of resolving the issue about the lights, subsequently emailing Building Inspector Enrique Delgadillo, who replied the same day without any assumption of City responsibility.

On June 9, Mr. Delgadillo replied that I should contact the Fire Department. In a further response, he then suggested I contact Staff Services Technician Kelly Blancarte to make a formal complaint. He explicitly stated that once the complaint was received, "*I will reach out in letter form letting the owners know of the violation,* ***they will have to reach out*** *and I'll go over what needs to be done*". The first letter was mailed on July 28—**49 days later**. It was addressed simply to "Armando & Maria Garcia" at 27107 State Highway 33. That was a critical failure, and the beginning of a coordinated effort to conceal the true property ownership structure.

On June 13, 2025, I emailed "Kelley" via building@turlock.ca.us, which Ms. Blancarte did not confirm as received until June 25, where I provided the full Grant Deed grantee information and the contact information—company name, manager name, mailing address, email address, and phone number—of the landlord, describing that one of the Trustees is also CEO of the family-run landlord company, more than a month prior to the first letter being mailed by Mr. Delgadillo. (See Exhibit I).

The landlord left the residents, including my elderly mother, at Apt 200, without exterior lighting for many months, then under Mr. Delgadillo's watch, it continued many more months, when all that had to occur was for one sensor switch to be turned back on and the independent-sensor-controlled light fixture between the two sets of stairs be replaced with a solid light. The light fixture was replaced on September 10, 2025—**93 days after the Inspector's June 9 reply**.

On July 9, 2025, I had emailed the landlord a formal habitability notice about the severe condition of the stairs leading to Apt 200, likely built with the building in the 1980s.

Days later, on **July 11**—which became a focal-point date—I formally complained to the Building and Safety Division about the stairs for Apt 200, providing alarming photos of the dilapidated condition. (See Exhibit J) When the July 28 letter was sent out by Inspector Delgadillo, naming the exterior lights and stairs, it was poorly written, suggesting the issues be handled prior to an inspection. It stated:

> *"...please contact the Building and Safety Division no later than August 11, 2025. A building inspector will need to go out and verify all items listed above* ***have been corrected****."*

So, "no later than August 11" on August 5-6, employees of Westside Landscape and Concrete, Inc., replaced both sets of stairs without a permit, not to code, immediately creating life-safety hazards, by neither including handrails nor graspable guardrails. The guardrail leading to Apt 200 was built at a height of four feet six inches, level with my mother's shoulder, and left that way for six months.

Under the City's watch, this hazardous condition persisted for three upstairs units (both sets of stairs) for **six months, then another month** without handrails after the second replacements in February 2026. No handrail from August 5, 2025 to March 5, 2026. (See Exhibit B) Such was Mr. Garcia Jr.'s standards and competence as a licensed general contractor and the City's oversight.

12 **9. Subsequent Complaint to the Building and Safety Division**

On August 6, 2025, I emailed photos to the Building and Safety Division, showing the specific, severe incompetence in the unpermitted construction of the stairs leading to Apt 200, built earlier that day. Underneath the landing platform, the wood was resting on the four support posts by exactly 50%. Each post had a 90-degree angle cut resting on it rather than full coverage, and the wood on the mailbox side was left untouched, exceedingly rotted, in which none of that side rested on the posts. (See Exhibit A) It was considered by the elderly tenant and myself that those stairs seemed built as intentionally dangerous.

On the first day of the new construction, my mother fell backwards with nothing to hold on to, except that I caught her. She could have died that day. So, for the next seven months, practically every single day I had to escort her from and to her apartment.

On August 12, I emailed both building@turlock.ca.us and Ms. Blancarte: *"The new railing is level with her shoulder. These stairs, that are barely resting on the structural posts, must be partially or completely rebuilt. Notably, the stairs for the other apartments have lower railings and was built structurally sound with all new wood."*

Via PRA request #26-22, I learned that after Ms. Blancarte forwarded that email, an internal exchange between Staff Services Analyst Hammack and Inspector Delgadillo explicitly prioritized municipal liability over tenant safety (August 12): (See Exhibit M)

- **Delgadillo to Hammack:** *"First letter was sent out on 7/28/2025 giving property owner until 8/11/2025 to make contact, no contact was made. Second warning letter has been mailed out today 8-12-2025 giving them until 8-26-2025 to make contact. Phone number that was provided by finance was no good."*
- **Hammack to Delgadillo:** *"Are the stairs a big enough concern that we should tag them? I just want to be sure we are protecting ourselves. Thanks for staying so on top [of] this one!"*

The Building and Safety Division never exhibited any urgency whatsoever for proven hazards that could have resulted in death.

That late afternoon email thread demonstrates a conscious decision to delay enforcement. The Inspector mentioned contacting the Finance Department for a Newman-based property owner, knowing I had long-since provided the phone number of the property manager, identifying her as the daughter of the Trustees, even mentioning it in person at the counter at City Hall.

The very next morning, Inspector Delgadillo met Armando Garcia Jr. at the sidewalk in front of the apartment building. For fifteen minutes, they stood talking on the sidewalk, never once setting foot on the property, then left.

Later that day, Mr. Delgadillo gave an update to Ms. Hammack:

> *"Met with property owner today 8/13/2025 onsite went over what needs to be done. Permit and plans will be required for the repair/meeting min code compliance of the stairs, 30 days was given to submit permit application and plans. 9-24-2025 is the new deadline for submittal."*

Indeed, '9-24-2025' became the exact date of the permit application (#25-1123), handwritten at the top of the form by Staff Services Technician Kayla Scully, though it was signed on '9/3/25'.

B. Buffer Property Management

1. New Bridge Management

On July 28, 2025, the same day that Inspector Delgadillo mailed the first letter, a company in downtown Turlock was contacted to begin managing the property (290 N Thor), effective August 1. The CEO of New Bridge Management (NBM), Adrian Harrell, came to the apartment door on July 30 and delivered an introduction letter as the new management company.

15 **2. Response to Stairs Issue**

On July 30, 2025, I emailed a seven-page letter to the NBM representative shown on the introduction letter. The next day, when the new management was not yet effective, I received a lengthy reply. I had stated: *"When I emailed a habitability issue on July 9, about the dangerous condition of the stairs, [Ms. Castaneda] completely ignored it."* To that, the representative replied:

> *"New Bridge Management will request estimates from vendors for repair of the stairs. Once the ownership approves an estimate, the vendors will address the stairs. Given that New Bridge Management only took over the management of the property less than 48 hours, this task will take some time to address. Reasonable amount of time has to be given to address concerns at the property."*

On September 15, I emailed a formal letter to NBM, stating about the stairs: *"This is a daily safety concern for my mother."* To that, the same representative replied with one sentence:

> *"Hello, if you have any work orders that need to be addressed, please make sure to open the work order through your portal." (Signed: Maria Anaya, Realtor/Property Manager)*

That is the known extent of NBM's direct involvement regarding the stairs. Nothing more.

16 **3. Verbal Admission of Landlord Status**

On February 26, 2026, in a recorded conversation at the apartment door, Mr. Garcia Jr. stated: *"We are the landlord."* At the time, I thought he was lying, just manipulating our conversation. But on April 22, 2026, I formally contacted NBM with a demand pursuant to California law that the true landlord identity be revealed, having previously believed that "manager" and "landlord" were one and the same. I demanded to know:

> *"Is NBM's contract to act as the Landlord's agent held directly with the Trustees of the Garcia 2017 Living Trust, or is it a subcontract with Amarak Management, Inc.?"*

On April 25, 2026, I received an undated letter via First Class Mail from the CEO of NBM, copied to an attorney, stating the following, verbatim:

> *"To Mr. Sheridan: This is in response to your email dated April 10, 2026. The title for the property located at 290 N Thor Street in Turlock CA 95380 is held by Garcia 2017 Living Trust. New Bridge Management is the agent in charge of property management and enforcing lease terms. Adrian S. Harrell / CC Paul Echols"*

Ms. Harrell defectively chose not to identify the landlord. I mention this exchange to highlight that, as I will detail further, Mr. Garcia Jr. has been a sophisticated actor—who even emailed Ms. Hammack on March 3, 2026, with "estimator" next to his name—not the harmless, "good faith" individual he was presented to be by Director Werner to the Planning Commission on April 2.

Whether Amarak Management, Inc., is the actual landlord, with NBM subcontracted, what is known is that Staff Services Technician Kayla Scully emailed the approved plans for Owner-Builder Permit #25-1123 directly to kcastaneda@westsidelandscape.net on December 9, 2025, and again on February 9, 2026.

17

III. PERMIT #25-1123—VOID AB INITIO

The crux of my appeal is that Permit #25-1123 is fundamentally incurable. It is not merely voidable; it is void *ab initio*—void from its inception.

If the permit were merely voidable, the City might attempt an administrative remedy. However, as void *ab initio*, it is a legal nullity. **(Note: For the purposes of readability, all subsequent references to "the permit" within this document refer strictly to the physical document of Building Permit #25-1123, without conceding any legal validity or lawful authorization).** The City's attempts to "administratively cure" the stairs at 290 N Thor St are legally moot because the authorizing instrument never legally existed. The foundation of the permit was built upon statutory defects, identity fraud, deceptive filings, and documented perjury—specifically,

an application where the Workers' Compensation declaration was willfully and fraudulently initialed to bypass state labor laws.

The City cannot separate the physical structure from the fraud used to authorize it. During an in-person meeting on February 9, 2026, Development Services Director Adrienne Werner explicitly asked me: "***What does it matter if the permit is invalid if the end result is stairs built to code?***"

This shocking admission perfectly encapsulates the City's systemic abandonment of its regulatory duty. Whether the stairs currently meet municipal building codes is an entirely irrelevant question. To argue that after-the-fact physical compliance excuses identity fraud and perjury is to argue that the end justifies illegal means. A structure born of a *void ab initio* permit is an unauthorized, illegal structure by definition.

Rather than acknowledge this fatal jurisdictional failure, the City has spent months treating Armando Garcia Jr.'s unlawful impersonation of his father, or as a property owner in general, as a routine oversight. However, this administrative complicity went far beyond mere negligence; it escalated into a coordinated effort by City staff to actively manufacture a retroactive legal defense.

18 **A. The City's Manufactured "Cure" and Active Complicity in Permit Fraud**

The City's reliance on Mr. Garcia Jr.'s February 17 letter as proof of his "good faith" is not merely an administrative error; it is the result of a coordinated effort by City staff, including the prior contracted City Attorney, to manufacture a retroactive defense for an illegal permit.

A review of Public Records Act disclosures and internal communications reveals a documented, chronological timeline of concealment and administrative complicity:

19 **1. The Two-Hour Coordination of Deception (February 13, 2026)**

On February 13—one day before construction was scheduled to begin on the stairs leading to Apt 200—the City was fully aware of the fatal jurisdictional defects of Permit #25-1123 since

my meeting at City Hall on February 9. Rather than voiding the illegally obtained permit, City departments actively coordinated a cover story:

- At **9:00 AM**, Ms. Hammack—explicitly acting *"with direction from our legal team"*—emailed Mr. Garcia Jr. prompting him to submit: *"A quick letter stating that you filled out the original owner builder form in good faith as acting representative for your parents trust."* (See Exhibit R)

- Barely two hours later, at approximately **11:00 AM**, Paralegal Donna Andrino emailed me to formally declare: *"The City Attorney has reviewed the files provided to him and has made the determination there is nothing to warrant stopping work..."* (See Exhibit S)

The City Attorney's office officially declared the permit valid during the exact same morning window that the Building and Safety Division was actively instructing the contractor to manufacture the paperwork needed to defend it.

Furthermore, Ms. Hammack's email reference to Armando and Maria Garcia as Trustees is the first known instance of this legal entity being introduced into the record. Up until this exact moment, all known communications and City documentation classified them simply as individuals. By introducing the "Trust" entity into the record, the Building and Safety Division ceased acting as an impartial regulatory agency and effectively became the contractor's defense counsel—actively inventing the legal fiction required to excuse his fraud.

2. The Contractor Complies (February 17, 2026)

Mr. Garcia Jr. submitted the requested letter, mirroring the exact legal defense the City fed to him. He explicitly admitted to filling out the form as a non-owner, which under California Owner-Builder law, constitutes an illegal filing. The City subsequently accepted this solicited letter to "authorize" the jurisdictionally void permit. (See Exhibit T)

21 **3. The Active Concealment and CPRA Violations (February 18 – April 2, 2026)**

The City concealed this manufactured letter and the internal communications coordinating it for over a month, actively violating the California Public Records Act (CPRA) to protect their cover story.

- **The Suppression of the Confession (PRA #26-158):** On March 15, 2026—six days after Appellant's initial filing—I opened PRA #26-158, explicitly requesting all documents signed by Armando Garcia Jr. between February 9 and March 13. On March 18, the City uploaded the updated permit forms. In the NextRequest portal, anonymous "Staff" entries falsely declared: *"All responsive documents have been released"* and *"All records have been released and this concludes your PRA request."* Crucially, the assigned point of contact overseeing this specific request was Development Services Director Adrienne Werner. Under her oversight, the City unlawfully withheld the responsive "good faith" February 17 letter without citing any statutory exemption, deliberately withholding responsive documents from the public record just days prior to my 'Addendum II' filing.

- **The Suppression of the Orchestration (PRA #26-165 & #26-201):** Subsequently, via PRA #26-165, I requested all correspondence generated during this period not bearing his signature. The City produced only a PDF with Stop Work Order notices allegedly posted to both sets of stairs at 290 N Thor St, unlawfully withholding the highly material February 13 internal emails that orchestrated the defense.

- **Fake Stop Work Order Notices:** The sole PDF provided for PRA #26-165 was of two notices allegedly posted at the property. (Reminder: This appeal document is submitted as a formal declaration under penalty of perjury.) Shortly after Inspector Delgadillo posted the actual notices onsite, I photographed them. They each had a unique signature by Adrienne Werner. The PDF uploaded on March 20 as an official record contains a single signature by her as two separate notices, and the signature does not match either of the notices actually posted onsite. The deception was so deliberate that the same image was tilted for the second notice, scanned as additional and unique, though the staple at the top is the same.

The willful nature of this suppression was inadvertently exposed by the City's own Information Technology Department. On April 3—the day after Director Werner defended the permit at the Planning Commission—I opened PRA #26-201. That request was assigned to IT, with Nick Showalter as the point of contact. Mr. Showalter located and produced the February 13 'prompting good faith' email on April 3—the exact same day the request was made.

The IT Department's ability to instantly provide the record proves the Development Services Department did not experience a technical limitation or administrative oversight in March. Director Werner's department executed a targeted, deliberate suppression of the February 13 emails to ensure the City's coordination of the "good faith" defense remained entirely hidden from the public and the Planning Commission.

22 **4. The Deception at the Podium (Planning Commission Hearing)**

The culmination of this bad faith occurred in front of the Planning Commission. At the podium, Director Werner explicitly cited Mr. Garcia Jr.'s February 17 letter as independent, documentary evidence that he acted "in good faith." She deliberately omitted the fatal fact that the City's own Building and Safety Division—acting on instructions from the City's legal team—had literally dictated that defense.

23 **B. The Staff Report's Written Admission of Jurisdictional Failure**

The City initially maintained the pretense that the permit was lawfully obtained by the property owner of record, Armando Garcia Sr. Even after I exposed that his son, Armando Garcia Jr., had unlawfully impersonated him to secure the document, Building and Safety Division staff spent months treating this as a minor workmanship and routine administrative issue. They completely ignored that the person building the stairs had no legal right to hold the permit in the first place.

In a revealing admission of this administrative bad faith, the Staff Report for the Planning Commission openly acknowledges this fatal defect:

"Additionally, Armando Garcia Jr. is a State of California licensed contractor and as such could have obtained the building permit in that capacity as well." In attempting to minimize the deception, the author inadvertently confirmed the jurisdictional failure. The City conceded that a commercial contractor was performing the work, yet actively chose not to obtain the permit in a lawful capacity. Stating that he 'could have' obtained it legally is a stark admission that he *did not*—meaning no legally recognized project ever existed for the City to inspect or 'cure.'

24 **C. Foundational Problem in the Permitting Process**

On April 2, 2026, Director Werner testified to the Planning Commission regarding the City's permitting framework. Her testimony, mirrored by the official Staff Report, revealed that the City willfully bypasses the specific mandates of California Health and Safety Code (HSC) § 19825 regarding the creation and execution of permit forms.

25 **1. Sole Reliance on Building Code for Forms**

According to the Staff Report, the City relies almost exclusively on the California Building Code (CBC) to justify its administrative authority. The report cites CBC § 105.3, stating it *"Requires that applications for permits be submitted to the Building Official in the form prescribed by the jurisdiction".*

The City has interpreted this administrative latitude to create in-house forms that rely solely on the Building Code as their operational manual. However, the Staff Report explicitly admits that the City is aware this code is insufficient for establishing legal authority:

> *"Questions related to contractor licensing, owner-builder declarations, and contractor eligibility are generally administered through the California Contractors State License Board (CSLB) and the California Business and Professions Code, rather than the California Building Code itself."*

Despite acknowledging that State Statute dictates who can legally claim "Owner-Builder" status, the City's "prescribed forms" strip away these exact statutory requirements.

26 **2. Substantial Deviation from Statutory Mandates (HSC § 19825)**

By substituting state law with municipal preference, the City created procedural gaps that were directly exploited to secure Permit #25-1123. Director Werner has dismissed HSC § 19825 as discretionary, or even unnecessary, but it plainly states:

> *"19825. (a)* ***Every city****, county, or city and county, whether general law or chartered, that requires the issuance of a permit as a condition precedent to the construction, alteration, improvement, demolition, or repair of any building or structure,* ***shall require*** *the execution of a permit application, in substantially the same form set forth under this subdivision..."*

The City's "prescribed forms" deviate significantly from the strict requirements of this law in critical ways:

- **Severing the Declarations:** HSC § 19825(a) mandates that the required statutory declarations—including the Owner-Builder exemption and Workers' Compensation declarations—must be executed on the permit *application*. The City's in-house process unlawfully severs this requirement. It allows an application to be submitted and processed for months without any sworn declarations, pushing the mandatory signatures to a separate form executed on the day the permit is issued.

- **Delayed Agent Authorization:** HSC § 19825(b) mandates an independent form titled, "Authorization of Agent to Act on Property Owner's Behalf."

    - **The Obfuscation:** Instead, the City obscured this requirement by appending it to the end of a multi-page "Owner-Builder Acknowledgement" form, which was not required by the City until the actual date of permit issuance.

    - **The Loophole:** Because this bifurcated process failed to require this standalone authorization at the application stage, the person applying for the permit was not required to legally prove they had the authority to initiate the process or encumber the property. The City only requested an authorization form for the final "permit holder" at

the very end of the transaction. For example, the City's permit application utilized an unregulated "Agent" checkbox that any individual could mark without providing proof of agency. Conversely, the final declaration form—presented months later on the day of issuance—utilized a distinct "Authorized Agent" classification that finally required the property owner's signature. This disjointed terminology allowed unauthorized third parties to infiltrate the permitting process unchallenged.

- **Confirmation of Willful Intent:** The administrative timeline proves this structural loophole is a conscious municipal policy rather than a clerical oversight. On January 9, 2026, I emailed the Interim City Manager and the Development Services Director an "Evidentiary Supplement" explicitly exposing that the individual executing the documents bypassed statutory requirements because he "did not identify as an 'Authorized Agent'". One week later, on January 16, the City reacted by officially revising the Owner-Builder form. While they added a new introductory paragraph explicitly citing Health and Safety Code § 19825, they consciously chose to leave the unlawful, appended format completely unchanged.

- **Dilution of Statutory Signatories:** State law requires specific, distinct declarations to be executed under penalty of perjury by a Licensed Contractor, the Owner of Record, or a formally Authorized Agent. The City's forms unlawfully homogenize these distinct legal identities by funneling them into a single, generic signature line for a "Permit Holder." This administrative invention dilutes statutory accountability, allowing an individual to check an "Owner" exemption box while signing as a generic entity, thereby bypassing the strict perjury traps established by the state. By maintaining a system that finalizes permits for a generic "permit holder" rather than a statutorily verified Owner, Contractor, or Agent, the City actively preserves the exact loophole used to facilitate this identity fraud.

D. The Application/Permit Mismatch: Violations of HSC § 19825

28 **1. The Statutory Mandate for Agent Authorization**

California Health and Safety Code (HSC) § 19825(b) establishes a strict prerequisite for permits executed by third-party agents. The law mandates: *"When the Permit Application and the Owner-Builder Declaration have been executed by a person other than the property owner, prior to issuing the permit, the following shall be completed by the property owner and returned to the agency responsible for issuing the permit..."*. This must include the *"AUTHORIZATION OF AGENT TO ACT ON PROPERTY OWNER'S BEHALF"*.

29 **2. Failure to Obtain Pre-Permit Authorization**

For Permit #25-1123, the Building and Safety Division violated this mandate. The Permit Application was signed by an agent, Osvaldo Reyes, but the required "Authorization of Agent" was never completed by the property owner prior to issuance. By allowing an agent to act without the legally mandated, perjury-declared authorization from the property owner, the permit was issued unlawfully.

30 **3. Incomplete and Severed Execution**

Furthermore, the application process for Permit #25-1123 was improperly fractured. The law treats the Permit Application and the Owner-Builder Declaration as integral components that must be executed together by the designated individual.

- **Missing Declaration:** The unauthorized agent executed the Permit Application but failed to execute the accompanying Owner-Builder Declaration.
- **Statutory Integration:** HSC § 19825(a) explicitly binds the language of both the application and the declaration. The Owner-Builder Declaration itself acknowledges this integration, stating: *"I understand that a copy of the applicable law... is available upon request when this application is submitted..."*. Allowing "a person" to execute one half of the application while omitting the other violates the structural intent of the statute.

31 **4. Unlawful Retroactive Cure**

HSC § 19825(b) explicitly requires that the property owner complete the necessary authorizations *"prior to issuing the permit"*. Recognizing their error, the Building and Safety Division—under the direction of the City Attorney's Office—attempted to circumvent this legal mandate by accepting an "updated" Owner-Builder Acknowledgement form more than two months *after* the permit was already issued. The statute provides no allowance for retroactive compliance; the initial issuance was therefore invalid.

32 **5. Link of Application and Permit: agarcia@westsidelandscape.net**

The April 2 Staff Report states: *"Anyone may apply for a building permit; however, permits must be issued to the property owner of record, a licensed contractor, or an authorized agent of either with a completed owner-builder form."* Not only was that a material misstatement of the law, conveyed specifically for Permit #25-1123, but the City knew that the Permit Application contained a false property owner.

The Application shows the owner of 290 N Thor St as **Amarak Investments**. The phone number and email address belong to Armando Garcia Jr. The city-approved plans also show the owner as Amarak Investments, with Mr. Garcia Jr.'s phone number.

Director Werner and Building and Safety Division staff used that number to reach Mr. Garcia Jr. And, his signed February 17, 2026, "good faith" letter to the Division confirmed that the number belongs to him. Yet, the number is omitted on the permit, with the owners shown as "Armando & Maria Garcia".

Permit #25-1123 is linked to the Permit Application by an email address. Nothing more.

33 **6. Undeniability of Actual Notice of Property Ownership**

Inspector Delgadillo's first and second letter to the alleged property owners, dated July 28 and August 12, were addressed to 'Armando & Maria Garcia'. Alleged, since Armando and Maria

Garcia are not the property owners as individuals, only as Trustees. But the City can not deny that at no time was a communication sent to 'Amarak Investments'.

It was illogical to include Maria Garcia's name on the permit, when no document for the permit process mentions her name, not even the so-called "updated" documentation in February 2026.

Mention October 1 and 13…

34 **7. TBD vs OWNER/BUILDER**

The Application has as the Contractor name: "TBD" (To Be Determined). But the Permit has for the Contractor name: "OWNER/BUILDER".

City staff completely failed to recognize that the 'E-Mail Address' on the Building Permit is not randomly placed; it has nothing to do with the owner. It is specifically located under "Contractor Information". So, the Application shows agarcia@westsidelandscape.net as linked to the *Owner*, and the permit shows the email address as linked to the *Contractor*.

35 **8. Undeniability of the "Construction Waste Management Plan" Form**

The City's "Construction Waste Management Plan" form was completed and signed by Armando Garcia Jr. He signed on the "Contractor's Signature" line the day the permit was issued.

At the top of the form, it shows the following:

- **Contractor's Name:** Armando Garcia / **Telephone:** 209.765.3112
- **Owner's Name:** Armando Garcia / **Telephone:** 209.862.3908

Mr. Garcia Jr. used his mobile number as the Contractor and his company's main office number for the Owner.

The City possessed multiple contemporaneous documents—from the application to the waste plan—proving Mr. Garcia Jr. was operating as an unverified contractor, yet they willfully

ignored these documented contradictions to issue the permit under the improper classification of an Owner-Builder.

36 **9. Undeniability of Armando Garcia Jr.'s Bad Faith**

The February 17, 2026, letter from Mr. Garcia Jr. provides clear evidence of material misrepresentation. While presented in the Planning Commission Agenda Packet as a justification for the City's position, the letter instead solidifies several critical discrepancies in the record:

- He stated, *"please call my cell at 209.765.3112."* This confirmed that the Application and City-approved Plans contained his personal mobile number.

- He personally signed the letter, confirming that the signatures found on documents up to the issuing of the permit are his. His conspicuously signed 'A' for Armando is vastly different from his father's signed 'A'—a discrepancy evident on their driver's licenses and conclusively demonstrated through the handwriting analysis provided in Exhibit U.

- He explicitly admitted: *"I, Armando Garcia Jr. filled out the original owner builder format [form]..."* Rather than flagging this admission as a material misrepresentation on an official city document, the City presented it to the Planning Commission as an acceptable "update," undermining the integrity of the permitting process.

- His letter was not a legal update. The December 9, 2025, Owner-Builder Acknowledgment form states for Item 12: *"I agree to notify the City of Turlock Building & Safety Division immediately of any additions, deletions, or changes to any of the information I have provided on this form."* His subsequent letter, arriving months after the permit was issued and only after I had formally accused him of impersonating his father, demonstrates that the December 9 document was a legal nullity in its entirety, failing the City's basic requirements for accurate, timely disclosure.

- He attempted to deceive "To Whom it may concern"—the City of Turlock—that he was merely *"the eldest son"*. He is a multi-entity corporate officer along with his siblings, as well as highly-likely a Trust beneficiary with his siblings, including being a Vice President and Director of a property management company of which his father is the CEO.

- He described himself as *"acting representative for Garcia 2017 Living Trust."* He is not a Trustee.

- He stated: "Armando and Maria Garcia owners of the Garcia 2017 Living Trust." He knew he was not the owner, but the legal usage of "owners" rather than "trustees" was deliberate. The legal usage obscures the fact that prior to my appeal, no document connected to Permit #25-1123 properly identified the legal Trustees or referenced a Trust, rendering the ownership documentation fundamentally defective.

- He stated: *"My parents have asked me to complete this task [stairs] on their property and I have their full authorization to continue such work."* His mother's name cannot be found on any document for Permit #25-1123 other than the permit itself, illegally shown as an owner as an individual rather than as a Trustee.

Former City Attorney George Petrulakis publicly stated in the Turlock Journal on September 27, 2025, that he "would never leave a client in a lurch." Yet, his determinations regarding this matter—compounded by his subsequent departure—have left the City in exactly that position: a significant fiduciary lurch. But Mr. Petrulakis did not act alone. It took more than one person to deem this paperwork acceptable, most substantially Development Services Director Adrienne Werner. She presented to the Planning Commission on April 2, 2026, and stated that Mr. Garcia Jr. had acted in good faith. However, the evidence demonstrates a clear pattern of bad faith that the City Council must not ratify.

37 **10. Actual Notice of Fraud Prior to Construction**

If my initial detailed June 13, 2025, email was not enough to convey to the Building and Safety Division that Mr. Garcia Jr. was not the property owner—that there were Trustees and he wasn't one of them—my in-person conversation with Mr. Delgadillo and Ms. Blancarte on October 1, the same day Building Official Daryl Willey died, and the subsequent October 13 email reply cannot be denied.

Two months before Permit #25-1123 was issued, I warned them that Mr. Garcia Jr. may attempt to portray himself as the property owner. I again provided details of the Grant Deed and stated:

> *"I keep thinking of our conversation the other day about you working with Armando Garcia, Jr., regarding the stairs for Apt 200 at 290 N Thor St. I mentioned that he is not the owner... The address on the deed is the business address for Westside Landscape and Concrete, Inc., owned by Armando Garcia, Jr. He is likely a 25% beneficiary of the living trust, and may not be a direct beneficiary at all, but through an LLC along with his three siblings. I just want to make sure that the city is working with the right authority to avoid any problems with the permit or inspections."*

On October 13, 2025, Ms. Blancarte, copied to Mr. Delgadillo, replied by email: "*Hi Shawn, Thank you for your message and for providing this information...We appreciate your diligence in helping ensure everything proceeds smoothly.*" (See Exhibit N)

38 **11. The Pre-Issuance Orchestration: The First Week of December 2025**

The most explosive evidence of the Building and Safety Division's complicity occurred during the exact week leading up to the issuance of Permit #25-1123. A documented, day-by-day timeline proves the City possessed explicit, internal knowledge of the contractor's corporate identity in the immediate days preceding the issuance of his "Owner-Builder" permit:

- **December 2 (The Corporate Acknowledgment):** Staff Services Analyst Kimberly Hammack sent an internal email to Inspector Delgadillo and Staff Services Technician

Kelly Blancarte regarding PRA request #25-201. Embedded directly in Ms. Hammack's email, obtained via PRA request #26-22, was the text of my request, which explicitly identified Armando Garcia Jr. as "the owner of Westside Landscape and Concrete, Inc., and a vice president of the family-owned property management company Amarak Management, Inc." It further requested communications linked to their corporate email addresses (agarcia@westsidelandscape.net and amarakmgmt@yahoo.com). (See Exhibit O) This proves the Division explicitly possessed his commercial identity and corporate roles.

- **December 3 (The Permit Review):** The very next day, Staff Services Technician Kayla Scully emailed Inspector Delgadillo the internal audit log specifically detailing the timeline of Permit #25-1123. This proves that the exact staff members who possessed the December 2 email regarding Mr. Garcia Jr.'s commercial landscape and corporate property management status were concurrently reviewing his active permit file.

- **December 4 (The Explicit Demand for Contractor Credentials):** The most legally devastating proof of the City's active complicity exists in an email sent by Ms. Scully ("KS") to both the unauthorized applicant agent and Mr. Garcia Jr. at his corporate email (agarcia@westsidelandscape.net). In this communication, the City explicitly demanded two items required to complete the permit: "General contractor's license number and email address" and "Contractor to complete and return the Construction Waste Management Plan".

  This email, provided via PRA request #26-20, undeniably proves that five days prior to issuing an "Owner-Builder" permit, the Building and Safety Division possessed actual, documented knowledge that a commercial contractor was managing the project. (See Exhibit P) When Mr. Garcia Jr. failed to produce the requested General Contractor's license number, the City actively facilitated his evasion of state law by allowing him to impersonate his father to claim "Owner" status, executing the final transaction on December 9 under a demonstrably fraudulent Workers' Compensation exemption.

- **December 4 (The Public Record Alteration):** When the City released the responsive July 28 and August 12 warning letters, Deputy City Clerk Kelly Renteria actively redacted the mailing address as "personal privacy" and subsequently ignored my formal challenge. Hiding a commercial service address that is already permanently available on a public County Grant Deed demonstrates a coordinated administrative effort to actively conceal the contractor's corporate footprint.

- **December 9 (The Issuance and Active Impersonation):** Despite possessing this documented knowledge of his commercial identity just days prior, the Division allowed Mr. Garcia Jr. to actively impersonate the property owner to secure the permit. The City's subsequent defense—that staff verified his identification but failed to retain a copy—is destroyed by the "permit holder's" own identification. His driver's license plainly reads "Armando Estrada Garcia Jr." Had staff actually performed this legally mandated verification, his printed name alone would have been an immediate, undeniable red flag that he was not the owner of record, "Armando P. Garcia Sr.", who legally holds the property strictly as a Trustee. By ignoring this facial discrepancy and allowing an unverified impersonator to sign as a generic "permit holder," the Division's actions moved beyond administrative error. Ultimately, for the Division to process a statutory "Owner-Builder" exemption for an individual they had internally recognized as a commercial contractor and corporate Vice President just days prior constitutes willful administrative fraud.

(Note: My inclusion of his corporate title in PRA request #25-201 stemmed solely from general knowledge of his career and public state filings. Because New Bridge Management began to manage the property at 290 N Thor St in August 2025, I had no knowledge that his "VP" status held any operational relevance until he confessed, "We are the landlord," on February 26, 2026).

39 **12. The City's Foundational Contradiction: The July 11 Misclassification of Permit Requirements**

While the timeline of the July 11, 2025, complaint is established in the Background of this appeal, newly discovered documentary evidence from the City's own records reveals a fatal contradiction at the very genesis of this case.

The July 11 Complaint Form (Case Number 25-0470), included in the City's Agenda Packet, explicitly documents the reported hazards: "ALSO BASE OF STAIRS ARE DRYROT AND DETERIORATING." Yet, below this description, the "No" checkbox is marked for "Building Permit Required." (See Exhibit K)

This internal misclassification is a glaring failure of basic code enforcement that compromises the City's entire defense of its permitting process:

- **Failure to Identify Structural Hazards:** Repairing structural dry rot on a multi-family residential exterior staircase is not a cosmetic fix; it inherently requires a building permit to ensure structural integrity and tenant safety. The City's initial administrative determination that no permit was required for this work demonstrates profound negligence, especially since I both emailed and showed in person at City Hall photos of a substantially dangerous condition.

- **Fostering Unpermitted Construction:** By internally concluding on July 11 that no permit was necessary, the Building and Safety Division's subsequent July 28 letter to the property owners predictably resulted in Westside Landscape and Concrete, Inc. replacing the stairs on August 5-6 without a permit or City oversight. This directly resulted in the hazardous, non-compliant construction that left elderly tenants without proper handrails for over six months.

- **Contradicting the Director's Core Defense:** This document unravels Development Services Director Adrienne Werner's stated defense regarding how the City handles safety hazards. On April 7, 2026, Director Werner claimed that life-safety issues are handled

"through the Building Department, through the plans review, as well as the inspections." However, the City's own July 11 intake form proves that staff initially bypassed this exact process, explicitly exempting a reported structural hazard from any plans review or permitting requirements.

The City cannot logically defend its retroactive acceptance of Permit #25-1123 as "good faith" code enforcement when its own foundational document proves it failed to mandate a permit for structural dry rot in the first place.

13. The City's Acceptance of Shifting, Invalid Ownership on Construction Plans

The City's failure to verify proper legal authority was not a singular oversight isolated to the December 9, 2025, Owner-Builder form. A review of the permitting documents reveals a highly irregular, unverified chain of custody regarding the property's ownership.

The timeline of the submitted construction plans demonstrates a complete breakdown of administrative scrutiny:

- **The Initial September 3, 2025, Submission:** The original construction plans submitted by unauthorized applicant agent/drafter Osvaldo Reyes identified a completely unrelated individual in Tracy, California, as the Client/Owner.
- **The November 24, 2025, Re-Submittal:** Following architectural comments from the City, a "Re-Submittal Application" was filed. On these newly corrected plans, the Client/Owner was changed to "Amarak Investments," alongside Mr. Garcia Jr.'s personal phone number and claiming the property itself (290 N Thor St) as the owner's contact address.
- **Complete Omission:** The Agenda Packet provided to the Planning Commission included the initial plans, revealing that the City's internal correction comments completely failed to flag the incorrect Client/Owner information. Plainly, the listed information had no connection to the Permit Application or the true property ownership—facts which had been explicitly communicated to the City well before the September filing.

41 **E. The Categorical Statutory Bar to Owner-Builder Status (BPC § 7044)**

By allowing this project to proceed as an Owner-Builder permit for a six-unit complex, the City has essentially sanctioned unlicensed contracting. Under California Business and Professions Code (BPC) § 7044, the Garcias (as Trustees) are barred from being "Owner-Builders" on this property for three specific reasons:

1. **The "Non-Residency" Bar:** The exemption is designed for an owner who "occupies or intends to occupy" the structure. Since they live in Newman (as shown on the Grant Deed) and the property is a six-unit building in Turlock, they are clearly **commercial landlords**, not "homeowners."

2. **The "Multi-Family/Commercial" Bar:** Section 7044(a) is intended for *single-family* dwellings. The state's interest in protecting the public (the tenants) outweighs the owner's right to "DIY" their own property.

3. **The "Commercial Enterprise and Tenant Safety" Bar:** The statutory exemptions under BPC § 7044 are designed to allow homeowners to improve their personal residences, not to provide a regulatory loophole for commercial landlords. Because this six-unit property is an income-producing asset actively leased to the public—including the established ten-year tenancy of Frances Dianne Sheridan—it operates as a commercial enterprise. The State Legislature enacted the Contractor's State License Law specifically to protect the public from dangerous, unlicensed construction. Utilizing an "owner-builder" exemption to bypass structural safety mandates on an occupied multi-family rental entirely subverts the tenant protections the law was explicitly written to enforce.

42 **F. Undeniability of the Declarations Page for Permit #25-1123**

43 **1. Staff-Generated Legal Declarations**

The Building and Safety Division's declarations page for Permit #25-1123 contains eleven (11) checkboxes for the initialer/signer to choose from to establish their legal standing. Mr. Garcia Jr. did not physically or digitally mark any of them.

Instead, Division staff digitally inserted five (5) X's—two for checkboxes, two for initial lines, and one for the signature line. It was City staff, not Mr. Garcia Jr., who affirmatively marked the Workers' Compensation exemption and declared that the signatory was the "Owner," rather than a Contractor or Authorized Agent. By digitally altering the form to make these selections on his behalf, the City actively manufactured the legal compliance of the document for a mere "permit holder" who lacked the standing to claim those exemptions himself.

However, if in fact City staff did not digitally insert the X's for the signer, it is still a 'Catch-22'. Either way, staff were required to review what was provided.

44 **2. The Unlawfully Incomplete Declaration**

The City has maintained that Permit #25-1123 is valid despite the "Owner Builder Declaration" section lacking a single marked checkbox.

- The first three checkboxes dictate the terms of the owner-builder status (e.g., performing work with employees whose sole compensation is wages, and stipulating the structure is not intended for sale). None were marked for this six-unit multi-family building.
- The fourth and fifth checkboxes are required to establish the legal exemption from the Contractor's State License Law. Next to the blank line where a specific reason for exemption must be stated, Mr. Garcia Jr. willfully provided his initials.

He effectively initialed a blank legal claim. The City accepted a sworn declaration where nothing was actually declared, deeming it acceptable to the point of including it in the Agenda Packet for the Planning Commission as a valid legal document.

45 **3. The Fraudulent Circumvention of State Law via the "Permit Holder" Designation**

The most foundational evidence of the City's deliberate evasion of State law lies in the very signature line of Permit #25-1123. Mr. Garcia Jr. physically signed his name on a line explicitly designated as: "**Signature of permit holder.**"

This terminology is not a harmless administrative shorthand; it is a calculated circumvention of the California Health and Safety Code.

- **The Statutory Mandate:** California Health and Safety Code § 19825 governs the issuance of Owner-Builder permits. The statute strictly requires that the *property owner* personally execute the legal declarations to assume the liability of construction. The Health and Safety Code contains no provision, allowance, or legal definition for a generic "permit holder" to execute an Owner-Builder declaration.

- **The Systemic Loophole:** Under the multi-year legal oversight of former City Attorney George Petrulakis, the Building and Safety Division utilized forms that replaced the statutorily required designation of "Property Owner" at the signature line with "permit holder." This fundamentally alters the legal burden of the document. By using this generic term, the City created a fraudulent administrative loophole allowing non-owners to sign for permits without explicitly forcing them to commit perjury by signing directly over the words "Property Owner."

- **Facilitating Invalid Permits:** This manufactured loophole is the exact mechanism that facilitated the issuance of Permit #25-1123. The City possessed Actual Notice that Mr. Garcia Jr. was not the legal owner of the property. However, by asking him to sign merely

as a "permit holder," the City allowed him to finalize the transaction while bypassing the strict liability and verification requirements mandated by the State Legislature.

46 **4. Irregular Issuance Evidenced by an Outstanding Financial Balance**

The "Comments" section of the permit contains a critical notation: "**PER COMPLAINT**." This explicitly proves that the Building and Safety Division was fully aware this permit was generated in response to an active code enforcement action. Such circumstances strictly demand heightened administrative verification.

Instead, the Division expedited a rushed, incomplete document that contained unresolved financial discrepancies on its face. The officially generated fee table shows a total outstanding balance of $1,639.13.

While a handwritten note by Staff Services Technician Kayla Scully ("KS") indicates Check #2743 was ultimately received for the $1,639.13 amount on the December 9 issue date, the timeline of the document's creation is highly irregular. The official legal declaration was generated, finalized, and presented for signature while the digital record still reflected an unpaid balance. This discrepancy further demonstrates the rushed nature of this issuance—a process designed to quickly close a complaint file rather than ensure strict legal and administrative compliance.

47 **G. Statutory Violations: The Legal Invalidity of Permit #25-1123**

The cascading administrative failures documented above are not merely clerical errors; they constitute direct, fatal violations of State law that strip Permit #25-1123 of any legal validity.

48 **1. The Non-Waivable Mandates of California Health and Safety Code § 19825**

The Owner-Builder declarations required for a building permit are not local administrative formalities that City staff can alter or waive at their discretion; they are strict mandates under California Health and Safety Code § 19825. The State Legislature enacted § 19825 specifically to prevent the exact type of unregulated, fraudulent construction activity that occurred at this

property. The statute legally requires the local jurisdiction to verify that the individual signing the permit is the actual property owner, and it strictly mandates that the owner personally declare their exemptions.

By accepting an Owner-Builder form where the signatory initialed a blank exemption claim, and by having City staff digitally fabricate the checkboxes to declare Workers' Compensation exemptions and property ownership on Mr. Garcia Jr.'s behalf, the Building and Safety Division actively violated HSC § 19825. The City has zero statutory authority to issue a permit based on a materially false, staff-altered, and incomplete Owner-Builder declaration. Therefore, Permit #25-1123 was issued in violation of State law and is void *ab initio*.

49 **2. The Public Admission of Statutory Non-Compliance (HSC § 19825(a))**

On April 2, 2026, Director Werner testified before the Planning Commission and explicitly stated that the Building and Safety Division does not verify property ownership prior to issuing a permit.

This stated municipal policy is a direct, fatal violation of State law. HSC § 19825(a) strictly mandates that the issuing jurisdiction *"shall require... any individual who executes the Owner-Builder Declaration to present documentation sufficient to identify the property owner and, as necessary, verify the signature of the property owner."*

The City cannot claim this failure of verification was a harmless administrative gap; the omission was willful. On February 12, 2026, I emailed Paralegal Donna Andrino a copy of the property's Grant Deed—the exact legal documentation required by statute to verify true ownership. Ms. Andrino forwarded this definitive evidence to the City Attorney.

The following day, February 13, rather than utilizing this documentation to verify ownership and halt the fraudulently obtained permit as mandated by HSC § 19825(a), the City Attorney's Office determined that "time is of the essence." Ms. Andrino explicitly relayed this determination to me,

giving the official administrative go-ahead for construction on the stairs for Apt 200 to begin the very next day.

The City publicly admitted to bypassing the strict verification mandate of HSC § 19825(a), and internal communications prove they actively ignored the verifying documentation even after it was placed directly into the hands of the City's legal team.

3. The Perjury Trap: Defending Corporate Labor on a Zero-Employee Permit

On December 22, 2025, Staff Services Analyst Kimberly Hammack issued a formal, written defense regarding the contractor's scope of work. In her email, responding directly to my inquiry regarding Westside Landscape & Concrete, Inc., she cited Business and Professions Code § 7057 to justify that a Class B contractor was legally authorized to perform the general building construction for the proposed stair replacement. (See Exhibit Q)

This defense creates an undeniable legal trap for the City. Permit #25-1123 was issued under the statutory "Owner-Builder" exemption. At the time of Ms. Hammack's email, the City had already finalized the permit utilizing the legally deficient "permit holder" designation, wherein the signatory swore under penalty of perjury that they were "EXEMPT" from Workers' Compensation laws and would "not employ any person in any manner." Under California Insurance Code § 1871.4, making a materially false or fraudulent statement regarding Workers' Compensation exemptions to a government agency is a felony.

The City cannot have it both ways. If the "permit holder" is legally exempt and utilizing zero employees, there is no corporate Class B contractor scope of work to defend. If the City is actively defending a Class B corporate entity's scope of work for the project, they are concurrently admitting that the "permit holder's" sworn declaration of zero employees is perjury. The City's active defense of a commercial contractor's scope fundamentally invalidates the Owner-Builder exemption the permit relies upon.

51 **4. Actual Notice of Fraud Prior to Construction**

The City cannot dismiss this contradiction as a routine administrative oversight. Executive leadership was fully briefed on the deception before the hazardous replacement stairs were built. On January 9, 2026, I emailed an "Urgent Evidentiary Supplement" to Interim City Manager Borrego, Director Werner, and City Attorney Petrulakis.

This document provided actual, written notice that Permit #25-1123 was obtained through material fraud. It explicitly warned the City that:

- A false "Owner" classification was ratified to circumvent state licensing requirements.
- The Approved Plans indicated "CONTRACTOR: TBD", rendering the "Exempt" status on the permit application facially invalid.
- On December 9, 2025, the City itself forwarded the approved blueprints directly to the Corporate Secretary of Westside Landscape and Concrete, Inc., proving the City possessed internal documentation that a corporate entity—not an individual Owner-Builder—was managing the project.

By receiving this documented proof of corporate involvement in January 2026 and still allowing the unpermitted construction to proceed under a fraudulent exemption the following month, the City abandoned its regulatory duty to enforce mandatory life-safety codes.

52 **5. Documented Pre-Inspection Coordination with a Corporate Entity (January 26-27, 2026)**

The City's claim of administrative ignorance regarding the contractor's corporate identity is definitively destroyed by its own communication logs. Through PRA #26-70, I requested all communications between the Building and Safety Division and the specific phone number listed for the Client/Owner "Amarak Investments" on the City-approved plans.

The City's produced call logs reveal that Inspector Delgadillo engaged in active, multi-minute phone conversations with this corporate-linked number on January 26 (a three-minute call) and January 27 (a four-minute call). Crucially, January 26 is the exact date the unpermitted commercial crew arrived and elevated both sets of stairs. The City was actively coordinating the project over the phone with the number assigned to a corporate entity (Amarak Investments) during the critical elevation phase.

By the time Inspector Delgadillo arrived at the property for the site visit the following day, he had already spent seven minutes on the phone with the individual operating under a corporate entity's contact information. He did not stumble into an unverified commercial operation; he arrived with premeditated, actual knowledge of who was running the site.

53 **6. Field Verification of Fraud: The January 28, 2026, Inspection**

The City's complicity in bypassing State law extended from City Hall into the field. On January 28, 2026, Inspectors Delgadillo and Johnson arrived at the property to inspect the concrete forms and metal connectors prior to the foundation pour for both sets of stairs. Both sets had been elevated on January 26.

As documented by photographic evidence, the inspectors walked directly past a commercial work truck bearing the Westside Landscape and Concrete, Inc. logo to access the stairs for Apt 200. Crucially, the "permit holder," Mr. Garcia Jr., was entirely absent from the active job site, leaving the work exclusively to unauthorized commercial laborers. Instead, the inspectors communicated solely with two individuals wearing Westside-branded apparel. (See Exhibit C)

This field reality fundamentally contradicts the legal status of Permit #25-1123. The City-altered declarations page explicitly marked the permit as exempt from Workers' Compensation laws. By directly interacting exclusively with unsupervised commercial employees of a corporate entity on an active job site where the structures had already been elevated by that crew, the inspectors possessed actual, visual confirmation that the Workers' Compensation exemption was fraudulent.

In the face of undeniable, onsite commercial labor and licensing fraud, the only lawful administrative remedy was the immediate issuance of a Stop Work Order. Yet, the inspectors willfully ignored these glaring State law violations, allowing the unlawful commercial labor to proceed unimpeded—a deliberate failure that completely undermines Director Werner's later assertion that a Stop Work Order was unnecessary.

54 **7. The City Council's Mandatory Appellate Duty Under Turlock Municipal Code Chapter 1-4**

This appeal is brought before the City Council pursuant to Turlock Municipal Code Chapter 1-4. While the Planning Commission and the Development Services Director may have erroneously determined that Mr. Garcia Jr. acted in "good faith," the City Council operates as the final administrative appellate authority.

Under the framework of TMC Chapter 1-4, the City Council's duty is to ensure the City's actions comply with the law. The Council cannot legally ratify a Planning Commission decision that upholds a permit issued in direct violation of the California Health and Safety Code.

The documentary evidence is irrefutable: the Building and Safety Division possessed Actual Notice of the true property ownership structure, ignored those facts to issue a permit to a non-owner, and accepted a state-mandated declaration form that was both blank and digitally altered by City staff. The City Council must utilize its appellate authority under TMC Chapter 1-4 to invalidate Permit #25-1123, as upholding it would render the City openly complicit in the violation of State law.

55 **H. Failure of Executive Oversight and Unfulfilled Commitments**

The systemic administrative failures regarding Permit #25-1123 were escalated directly to the Interim City Manager's Office, yet the executive response consisted of documented, unfulfilled commitments that only served to delay enforcement.

Following a two-hour onsite meeting on February 28, Interim City Manager Gary Hampton made direct commitments regarding executive intervention and enforcement. His commitments were promptly abandoned:

- **Failure to Address Perjury:** During our onsite meeting, Mr. Hampton explicitly stated he would contact the District Attorney to discuss the perjury aspect of the permit application. I formally documented this executive commitment in a March 2, 2026, recap email sent directly to him, stating: *"I note your intent to discuss the perjury claims—specifically the false "Owner-Builder" and "Workers' Compensation" declarations—with the District Attorney, which you mentioned could take weeks. While I welcome the DA's review, the City's refusal to exercise its own administrative authority to revoke a fraudulently obtained permit remains a primary basis for my appeal."* Despite this documented assurance from the highest executive office in the City—made one week before my initial appeal—no follow-up or confirmation of this escalation was ever provided.

- **Failure to Ensure Compliance:** On Saturday, February 28, Mr. Hampton emailed me, stating his intent to ensure: *"the replacement of stairs to your Mothers apartment are completed in accordance with building codes and engineered designs submitted to the City."* On Sunday, March 1, he emailed me, stating: *"Rest assured the stair project at your mother's apartment will be completed in full compliance of building codes and engineered designs."* This executive assurance proved entirely empty. The subsequent construction deviated significantly from approved engineered designs, and the City later accepted a legally invalid retroactive waiver from an unlicensed drafter/designer to excuse the deviations.

- **Explicit Position:** Mr. Hampton's March 1 email to me contained detailed language: *"The Engineer's design does in fact call out pre-treated lumber for the project. My comment was that the contractor may be able to gain authorization from the Engineer to treat the wood post construction. However, from your previous communication with the engineer wherein he made it clear he has not authorized any deviation from the engineering plan - I doubt he*

will now accommodate a deviation request in this case. And to gain full treatment of the raw lumber, it really does require the lumber to be treated pre-construction."

Rather than executing on these acknowledgments and commitments, the Interim City Manager simply abdicated. On April 10, when filing the Appeal Application, the City Clerk established an unsolicited timeline of "four to five weeks" to analyze my impending submission before the City Council meeting could even be scheduled. This protracted administrative stalling ensures the unlawful status quo remains active while executive accountability is continually deferred.

56 **IV. STRUCTURAL FAILURES: THE PHYSICAL CONSEQUENCES OF ADMINISTRATIVE COMPLICITY**

The physical hazards currently present at 290 N. Thor St are the direct, tangible result of the Building and Safety Division's premature validation of an improperly authorized permit. By prioritizing the administrative cover-up of Mr. Garcia Jr.'s identity fraud, the City abandoned its core regulatory mandate: life-safety oversight. The resulting structural deficiencies do not require specialized engineering expertise to identify; they are glaring, objective, and documented deviations from the City's own approved plans that inspectors willfully ignored.

57 **A. Foundational Deviations and Inspection Failures**

While Armando Garcia Jr. is a licensed contractor, his company (Westside Landscape and Concrete, Inc.) does not hold a C-5 classification for framing, and the physical results demonstrate a demonstrable lack of structural competence.

On February 10, 2026, Inspectors Enrique Delgadillo and Ethan Johnson conducted an onsite inspection of the stairs adjacent to Apt 200. Despite generating a corrections list, the inspectors completely failed to cite or rectify massive structural deviations from the City-approved plans, effectively rubber-stamping an un-engineered hazard.

The City-approved plans were materially violated in the following ways:

- **Un-Engineered Structural Positioning:** The approved plans were designed for a balcony projection of **11 inches**. The actual field projection is **14 inches**. This unauthorized three-inch overlap onto the lower section completely alters the Design Professional's engineered load distribution.

- **Un-Engineered Wood Type:** The stairs were constructed using Green Douglas Fir (GDF), visibly identifiable by the lumber tags left on the wood. Mr. Garcia Jr. possessed the approved plans for two months prior to construction but willfully chose not to acquire the specified engineered materials.

- **Un-Engineered Wood Size:** The approved plans explicitly mandate **4x4** posts and graspable **2x4** top rails. The unverified contractor unilaterally substituted **4x6** posts and **4x6** top rails, violating both the engineered design and basic graspability standards for life-safety guardrails.

- **Un-Engineered Foundation Deviation and Environmental Failure:** The approved, city-stamped plans strictly require all six posts for each set of stairs to be independently secured with individual **12x12x18** concrete forms. This specific, isolated footing design is highly critical given the structure's immediate proximity to the railroad zone, as independent posts provide necessary vibration damping and allow for proper load distribution against ground-borne "technical seismicity."

    - **The Unauthorized Slabs:** In direct violation of the approved engineering, the contractor installed a single **50x50** inch monolithic concrete slab for the upper four posts, and a separate **69x24** inch slab for the base landing posts.

    - **Altered Structural Dynamics:** By pouring a rigid slab instead of the engineered independent footings, the contractor eliminated the structure's ability to dissipate kinetic energy. Furthermore, the metal post connectors within the upper slab were cross-

positioned (two North-South, two East-West) in an installation that, when coupled with the unyielding slab, locked the timber framing into a rigid state against multi-directional vibrations.

  - **The Physical Result:** Because the foundation was poured in direct violation of the Design Professional's design, the wood framing absorbed the full spectrum of the railroad's ground vibrations. As a direct result of this unauthorized installation, the structure has already suffered severe deterioration, with all six stringers now significantly split.

- **Unauthorized Stair Configuration (Arbitrary Field Modification):** The approved plans dictate a precise structural layout requiring five steps on the upper flight and nine steps on the lower flight. The contractor completely abandoned this approved design, unilaterally shifting a tread to construct four steps on the upper flight and ten steps on the lower flight.

- **Un-Engineered Structural Footprint (The Walkway Evasion):** Physical measurements reveal the motive behind this arbitrary stair reconfiguration: a substantial, intentional contraction of the structure's overall footprint to avoid demolishing existing concrete. The plans placed the new structure within a restricted **8-foot 4-inch** concrete perimeter with an **11-inch** balcony projection. The actual projection of the balcony is **14 inches** from the concrete edge, so the builder deviated by shifting a tread from the upper flight to the lower flight to evade shifting the short walkway in front of only the Apt 200 stairs further out.

- **Un-Engineered Cantilever Hazard (The Compounded Failure):** By artificially compressing the structural footprint to avoid the concrete issue, the contractor forced a dangerous realignment of the load-bearing supports. This created a cascading structural failure:

  - **Compressed Support Spans:** The designed overall span from the support posts to the base landing posts is **11 feet 10 inches**, but the physical build was compressed to **11 feet**

4 inches. Furthermore, the span between the upper and base landing posts was reduced from an engineered **8 feet 3 inches** with **nine treads** to **7 feet 9 inches** with **ten treads**.

- **The 17-Inch Cantilever:** When this foundational misalignment was combined with the unauthorized field change of adding an additional 11-inch tread to the lower flight, it created a severe, un-engineered **17-inch cantilever**.
- **Foundational Misalignment:** Additionally, to force the installation of 4x6 landing posts rather than the engineered 4x4 posts, the contractor misplaced the post metal connectors almost two inches from the base wood, rather than next to the wood.
- **Physical Deterioration:** This compounded failure left the bottom two steps dangerously unsupported. Consequently, the nose of the tread on the second step has already suffered a foot-long split (wood detaching from the tread).

- **Willful Disregard of the Corrections List (The "Mirror Build"):** The ultimate proof of the contractor's bad faith and the City's lack of regulatory enforcement occurred four days after this initial inspection. When construction finally began on the stairs for Apartment 200 on February 14, 2026, the contractor completely ignored the February 10 corrections list. He proceeded to construct a "mirror build" of the un-engineered stairs, duplicating every single structural failure, material deviation, and foundation violation on the second set of stairs. The City stood by and allowed the contractor to replicate a known, documented structural hazard on the specific apartment that initiated the entire enforcement action.

The resulting strain from these unauthorized, un-engineered construction methods has caused accelerated, documented deterioration. **In less than 90 days since construction**, both sets of stairs exhibit multiple deep cracks, with the stairs leading to Apt 200 faring worst. All six stringers (the primary diagonal structural supports) are already significantly split. Because the structural foundation itself was poured in direct violation of the approved plans, both sets of stairs—including the un-engineered concrete slabs—must be completely demolished and replaced.

B. Un-Engineered by Administrative Decree

1. Questions Added to the Submitted Plans

The Agenda Packet for the Planning Commission included the originally-submitted drafted plans that were marked up by the City for re-submittal. The internal audit log shows that the plans were first received on September 5, 2025, then marked as "E-PLANS NOT APPROVED" on October 14, and emailed back to the unauthorized applicant agent/drafter on October 17. Questions and notes added to the plans by the City included, verbatim:

"2) The project shall be reviewed and stamped by a design professional"

"4) Please describe the extent of the repair in detail."

"5) ContradictS the statement of the scope of work, New stairs or repair of the existing?"

"6) Please specify the stringers size and spacing supported by structural calculation."

"7) How wood [sic] stringer will be attached to base plat?"

"10) Please show the max spacing to support live lode [sic] per ASCE"

"11) Please provide structural calculation structural connection details"

"12) All foundations and rebars shall be designed by a design professional"

"13) Specify all the Simpson connection at foundation and above foundation"

Plainly, a licensed design professional was not yet involved, though an unauthorized applicant agent/drafter submitted plans for approval. The re-submitted plans changed the Scope of Work from "Repair two existing sets of stairs" to "Demo and rebuild two existing sets of stairs to bring into compliance".

Notably, my formal complaint for Apt 200 in July 2025 did not involve the adjacent stairs. But the "Demo and rebuild" on the plans regarded the unpermitted replacement of both sets of stairs in August 2025, described on the plans as not in compliance. Also notable is that the original plans did not mention wood type.

60 **2. Plan Check Delayed at Inception**

The Permit Application form for #25-1123 facilitated an immediate delay of the plan check process. At the end of the form, the applicant was allowed to acknowledge that a marked checkbox would cause a delay, such as the marked checkbox that "Structural Calcs" were not provided. The City then had to add to the submitted plans that structural calculations were needed, when the plans should not have been received as a professional draft without them. This occurred because a licensed design professional was not yet involved with the project, though the owner knew the property was an apartment building.

Another delay from inception was that the application was received without payment. The internal audit log shows that Staff Services Technician Kayla Scully noted on September 5: "EPLANS UPLOADED EMAILED OSVALDO FOR PAYMENT". "Osvaldo" is the unauthorized applicant agent/drafter's first name. The next entry by her was "STAIR REPAIR - PER COMPLAINT RECEIVED CHECK 9/24". As a reminder, that is the exact date Inspector Delgadillo set in his August 13 email as the deadline, which he communicated to Staff Services Analyst Hammack.

The Permit Application contains a requirement for submittal: "1. A plan check deposit is required with this application (payable by cash or check)." The Building and Safety Division deliberately coordinated a process delay involving a life-safety complaint.

61 **3. Intentional Bypass of Engineering Review**

The structural failures documented in the previous section are not merely the result of contractor incompetence; they were administratively facilitated by the Building and Safety Division.

- **Inhibited Review Routing:** An internal audit log reveal that on November 24, 2025, Staff Services Analyst Kimberly Hammack directed staff that the resubmitted plans were not to be reviewed by an engineer. The staff note two days before the plans were approved states: "EPLANS UPLOADED IN HOUSE NOT ROUTED TO ENG, PER KH". This deliberate order bypassed and effectively overruled a prior disapproval issued by the Engineering

Division on October 14: "FROM ENG - NOT OK NEED REROUTE". During an in-person meeting on February 9, 2026, Ms. Hammack confirmed she personally issued this directive.

- **Acceptance of "Design Professional Determination" from Applicant Agent/Drafter:** As detailed below, Inspector Delgadillo accepted a letter from Osvaldo Reyes dated April 6, 2026, using it for his "Final Inspection" of the stairs project, which suddenly waived the required wood species. Most significantly, this letter, received as a "Design Professional Determination" did not address any other field deviation.

62 **4. Waiver of Mandated Wood Species**

On April 13, 2026, Inspector Delgadillo wrote on the Job Card for Permit #25-1123: *"Final inspection was performed on 4-10-26 - Detail for attachment of stairs to balcony in folder & letter to alternative treatment of non-pressure treated wood - ED"*

The referenced letter is highly questionable:

- The signature is simply a cursive font, not a digital image of a signature or handwriting.
- Mr. Reyes is neither a licensed architect nor an engineer, yet his letter *"serves as a Design Professional Determination"*. He is not the Design Professional of Record. Legally, he is the unauthorized applicant agent and drafter of the plans. The actual licensed Design Professional, Nicholas Britt, stated via email on February 16, 2026, known to City staff and detailed in my initial appeal: *"I did not authorize any of the field changes described in your email, nor was I consulted regarding any substitutions or deviations from the approved plans."*

The timing is suspicious:

- **February 10:** Inspector Delgadillo's correction list did not mention wood type.
- **March 4:** Ms. Hammack's modified correction list explicitly stated that "Per approved plans…" the wood type must be in compliance, which excluded the Green Douglas Fir used. (See Exhibit V)
- **April 4 (Saturday):** Armando Garcia Jr. ripped the Stop Work Order notices off of the two sets of stairs. I recorded him ripping the first notice off and photographed him removing the second. The City acted as though the language of the notice was irrelevant—*"Removal or defacement of this notice without authorization is a violation of California Penal Code Section 616. Punishable by a fine of up to $100 or imprisonment for up to one month, or both."* After police officers arrived onsite when Mr. Garcia Jr. ripped the first notice off, I overheard him say that Inspector Delgadillo told him that the Stop Work Order was lifted by the Planning Commission's April 2 ruling. At that April 2 meeting were several staff, including Ms. Werner, Ms. Quintero, Ms. Hammack, and Mr. Delgadillo.
- **April 6 (Monday):**
  - **9:18 AM:** Armando Jr.'s uniformed crew arrived at the property.
  - **9:47 AM:** I received a call-back from the Turlock Police Department. Officer S. Arroyo conveyed that she spoke with Director Werner that morning and was informed that the Stop Work Order was lifted (CallForService # 260960071). At the exact minute, 9:47 AM, Mr. Garcia Jr. arrived at the property. After he left, his employees covered up the two sets of stairs with "Chestnut Brown" Thompson's WaterSeal, acting with such incompetence that they sprayed the sealant directly over the 'TOP CHOICE® GDF' lumber tags on the Green Douglas Fir, leaving them clearly visible. (See Exhibit E)
  - **11:29 AM:** Director Werner emailed Mr. Garcia Jr.: *"Effective April 3, 2026, work associated with Building Permit #25-1123 may resume. All work shall continue to*

comply with the approved plans..." This post-dated email is evidence that she deemed it necessary to issue such a statement, knowing that Mr. Garcia Jr. had already removed the notices from the property and police officers were involved. She copied her email to the Interim City Manager, Chief of Police, former City Attorney, among others. Then, at some point dated that same day,

- **Undocumented Time:** Osvaldo Reyes allegedly issued a letter (dated April 6), entirely excusing the wood type for the stairs. As revealed via PRA request #26-224, the grainy image, wholly-digitally created document was provided in a manner that purposefully avoided a digital timestamp, making it impossible to determine if it was received before or after Director Werner's 11:29 AM email authorizing the resumption of work, that explicitly stated: *"All work shall continue to comply with the approved plans..."*

On April 16, I placed the Design Professional of Record, Nicholas Britt, on actual notice via email, requesting clarification. I followed up on April 22, and again on April 26. Though he had replied to me on February 6 and 16 regarding his responsible control and disavowal of described field changes, he chose not to reply for this.

The letter was accepted by the Building and Safety Division almost two months after the Architect's written disavowal of the use of Green Douglas Fir; and the letter notably failed to address any other unauthorized field change. Consequently, it leaves every other structural deviation from the approved plans completely unmitigated and legally unauthorized.

63 **5. The Staged February 10 Tenant Notice**

On the morning of February 10, 2026—the day immediately following my February 9 meeting with City staff where I further exposed the permit's invalidity—a notice allegedly from New Bridge Management was taped to the Apt 200 window by Mr. Garcia Jr. without ringing the doorbell.

This conspicuous, non-logo, unsigned, 9:04 AM placement, addressed to 'Dear Valued Resident,' claimed to advise of "scheduled repair work" to replace the stairs within a four-hour window on February 14. In reality, it took two full days, and the handrail was installed three weeks later.

Furthermore, posting this notice just 40 minutes before the building inspectors arrived exposed it as theatrical rather than a good-faith tenant notification—a facade made even more obvious by its grossly inadequate timeline.

64 **C. The "Practice Stairs" Fabrication: Abandonment of Code Enforcement Priorities**

The timeline of the City's physical inspections further demonstrates that the Building and Safety Division subordinated its regulatory authority to the convenience of the contractor. The permit was explicitly flagged "**PER COMPLAINT**," generated specifically by the severe, documented life-safety hazards of the stairs leading to Apt 200 in July 2025.

Therefore, standard code enforcement protocols dictate that repairing the subject of the complaint should be the immediate, non-negotiable priority. Instead, the contractor was allowed to bypass the stairs for Apt 200 and begin construction on the stairs for Apt 202 and 204.

In an attempt to justify this severe enforcement mis-prioritization, the April 2 Staff Report offered a defense that is structurally and administratively indefensible:

> *"Construction and inspection of the stairs at 290 N. Thor Street, #202 began first to allow the contractor to work through any issues with the building staff prior to beginning construction of the stairs leading to 290 N. Thor Street, #200."*

This official City justification is an explicit admission of regulatory failure:

- **Tenants as Test Subjects:** The City explicitly admitted to allowing an unqualified contractor to use the sole ingress/egress points for the residents of Apt 202 and 204 as a testing ground to "work through issues." In commercial building safety, there is no allowance for "practice stairs" on an occupied multi-family dwelling.

- **Admission of Contractor Incompetence:** If a contractor possesses City-approved, engineered plans, there is nothing to "work through" with building staff; the engineering dictates the construction. By admitting the contractor needed a trial run to figure out the construction process, the City conceded they knew he lacked the structural competence to execute the approved plans.

- **Dereliction of the Complaint:** By indulging the contractor's desire to practice on a different part of the building, the City willfully allowed the severe, complaint-generating hazards at Apt 200 to persist without intervention.

The violator was effectively allowed to dictate the terms, timeline, and location of the code enforcement process, utilizing innocent tenants as trial-and-error subjects.

Of all the many emails and letters communicated about 290 N Thor St, none expose the City's dereliction regarding inspections than the following two emails. These were sent on August 6, and no on-property inspection occurred by any City staff until the end of January 2026:

* * * * *

[To kblancarte@turlock.ca.us and building@turlock.ca.us on August 6, 2025:]

Hi Kelly,

This regards new stairs that were built today for Apt. 200 at 290 N. Thor St. by employees of Westside Landscape & Concrete, Inc. in Newman.

The owner of Westside is Armando Garcia, Jr., a beneficial owner [**California Civil Code § 1946.2(b)(2)(A)(viii)(V)**] of the property through a family trust, and someone who put my mom in a difficult position by demanding a 35% rent increase or face consequences back in February.

The other stairs were replaced yesterday instead of prioritizing the ones complained as dangerous.

At 7:26 a.m. today, I looked out the kitchen window and saw that the stairs for the apartment were partly gone, and we were given no notice whatsoever. One of the guys came up to the door after seeing me photograph the scene, and he said that Armando told him to come and just start demolishing, that he had given notice. I recorded that comment with my iPhone.

My 81-year-old mother took an afternoon nap, then got up and we walked down to inspect the new stairs. She or I both couldn't hold on to the railing because it is so high and wide.

At ground level, the railing is 54 inches high (4-1/2 feet), with an almost 6-inch flat top. So, as she went down first, her hands simply rested on the flat area of the railing, with no support. Then, when she walked up, the very first time, she fully fell backwards into me, because she couldn't hold onto the railing.

Also, please don't forget the light between the stairs has to be replaced, remaining on at all times at night, because it doesn't engage when coming down the stairs.

Thanks for all your help.

Shawn Sheridan
290 N. Thor. St., Apt. 200
Turlock, CA 95380
On behalf of tenant Dianne Sheridan

* * * * *

[Follow-up email with eight (8) attached photos on August 6, 2025:]

Kelly,

This is in addition to the detailed email I sent to you earlier today.

Tonight I looked underneath the main frame of the mid-part of the new stairs, and was shocked at what I found. Attached are several photos.

The stairs were built today after more than seven hours of work by employees of a landscaping company owned by a beneficial owner of the property.

Shawn Sheridan
290 N Thor St., Apt 200
Turlock, CA 95380

* * * * *

The email where Ms. Blancarte confirmed receipt was also included for PRA request #26-22. Her August 7 reply stated: *"Shawn, Thank you for reaching out and for sharing the attached photos. I've forwarded your emails to the inspector overseeing this case and have added your updates to the existing case file..."*

For reference, the emailed images are named: IMG_0759.jpeg, …0767…, …0771…, …0772…, …0773…, …0774…, …0775…, and …0777….

On August 13, when Inspector Delgadillo spoke with Mr. Garcia Jr. on the sidewalk in front of the building for fifteen minutes, never setting foot on the property, it was impossible for him to see from afar what I photographed underneath the landing platform. However, standing at a distance of only 20 feet with a clear, diagonal view of the base of the stairs, he gained undeniable, firsthand visual knowledge of the glaring life-safety hazards: the complete absence of a handrail and an unusually high, non-graspable guardrail featuring a 6-inch flat top.

65 **D. Balcony Frame**

66 **1. Intentional Bypass of Inspections and State Law**

No Building Inspector conducted an on-property inspection of the original stairs complained about in July 2025, nor the more-dangerous stairs constructed in August 2025 (no handrail or graspable guardrail), nor the "permitted" set built for Apt 200. The only on-property structural inspection prior to the "Final Inspection" (April 10) was for the new adjacent set.

I provided the City with photographs of the newly-built stairs (February 14-15) and information about the field changes, after obtaining a copy of the Approved Plans via a Public Records Act request. Fifteen days later, on March 4, Ms. Hammack—who is not a certified building inspector —emailed the contractor a correction list involving the Apt 200 stairs, containing an explicit admission of regulatory negligence:

> *"The following items have been noted and are based solely on photos and information provided to our office. This may not be an accurate or complete list."*

Her lengthy email, which was provided to the Planning Commission on April 2 by Ms. Werner, proves that the City was issuing official structural corrections based strictly on photographs and information provided by a tenant's legal agent, rather than deploying a certified inspector to physically assess an active, un-engineered construction site.

As for the balcony frame, the City did not assess the condition for Apt 200 prior to April 10, because Interim City Manager Hampton pointed out during his onsite visit (February 28) that a horizontal stucco panel prevented visual inspection of the structural wood behind the header board for the stairs. The panel wasn't removed until April 4 by a Westside employee.

Furthermore, I emailed a demand for enforcement of California Health and Safety Code § 17973 (referred to as the "Balcony Inspection Law"), which requires a third-party inspection, paid for by the owner, with a mandated report submitted to the City. HSC § 17973(g)(1) dictates that repairs must comply with "the recommendations of a licensed professional described in subdivision (a)". Because the mandatory independent inspection of the balcony never occurred, or was grossly insufficient, that report does not yet exist.

67 **2. Contractor's Cover-up of the Balcony Dilapidation**

While the primary balcony frame protruding from the building for Apt 200 appears to be in good condition, there is a separate section of wood connected to that frame spanning only the width of

the stairs. It is this specific span that is currently a visibly critical life-safety hazard, fully split from one end to the other directly above the eight bolts connecting the stairs' header board.

In both August 2025 and February 2026, this split balcony wood was fully exposed, yet the contractor chose not to repair it. This pre-existing split is verifiable because the exterior face of the wood, including a visible portion of the split from the top step, was painted at least ten years ago. The ultimate hazard is the contractor's installation of load-bearing bolts directly below that long-term split.

68 **V. PROCEDURAL IMPROPRIETIES**

The Planning Commission's Resolution No. 2026-07, denying my initial appeal, acknowledged the true property owner(s), yet nothing whatsoever of the permit documents reflects that reality. By ratifying this resolution, the Planning Commission did not resolve the administrative failures surrounding Permit #25-1123; they compounded them, exposing a deeply flawed and predetermined appellate process.

The April 2, 2026, hearing was a procedural failure built upon a compromised administrative record. The City Council must recognize that the Planning Commission's decision was structurally compromised by the following procedural improprieties.

69 **A. The Resolution's Fatal Contradiction of Legal Ownership**

The official heading of Resolution No. 2026-07 explicitly lists the Property Owner as "Armando & Maria Garcia, Trs, Garcia 2017 Living Trust". This is an adverse legal admission by the City. The Planning Commission formally recognized the Trustees as the true property owner(s), yet simultaneously voted to uphold Building Permit #25-1123—a document that was issued to individuals, never mentions a Trust, and lacks the signatures of the legally recognized Trustees. The Commission utilized its appellate authority to validate a permit issued to the wrong legal entity.

70 **B. The Disavowed Staff Report and Lack of Administrative Transparency**

The Planning Commission's April 2, 2026, decision relied exclusively on a Staff Report that is fundamentally compromised. While the document formally identifies Planning Manager Katie Quintero as the preparer, Ms. Quintero explicitly disavowed authorship in an April 17, 2026, correspondence, stating: "I did not prepare the staff report, it was prepared and presented by Adrienne Werner." (See Exhibit X)

This creates a fatal defect in the administrative record. A quasi-judicial appellate body cannot lawfully render a decision based on a Staff Report that lacks a verified, transparent chain of custody. By attempting to shift accountability to the Development Services Director after the hearing, the Planning Manager has undermined the reliability of the evidence presented to the Commission.

Furthermore, this lack of transparency is consistent with the undisclosed, non-public nature of the process leading up to the hearing. Documentation confirms that despite the heavy workload of publishing the agenda, the Planning Manager coordinated a private, non-public meeting with the Commission Chair regarding the agenda items—an interaction that, in the context of the subsequent disavowal of the staff report, suggests a process prioritized toward a specific, pre-determined outcome rather than impartial, objective planning review.

Ms. Quintero was certainly part of the process, because at 3:07 PM on Friday, March 27, the day the Agenda Packet was posted online, she emailed Commissioner Chair Constance Anderson and Director Werner: *"Crazy couple of days, working on getting the agenda out... Katie"*.

71 **C. The Fabricated Timeline and Predetermination of Outcome**

The Staff Report presented to the Commission contained a willfully fabricated timeline designed to conceal the City's predetermination of the appeal. The report falsely claimed that the Building and Safety Division issued a Stop Work Order *"In response to the receipt of the March 9, 2026 appeal submitted to the City Clerk's office"*.

This is demonstrably false. Internal communications reveal that on March 4, 2026—five days *before* the appeal was filed—Staff Services Analyst Kimberly Hammack informed the contractor that an appeal had been filed and that work would be "on hold" until the Planning Commission reached a determination on April 2. Furthermore, Ms. Hammack explicitly instructed the contractor to prepare to resume work *after* the April 2 hearing. (See Exhibit V)

This internal directive proves the Building and Safety Division had predetermined the outcome of the April 2 hearing weeks in advance. To cover this up, Director Werner later claimed in a recorded April 7 conversation that the eventual March 10 Stop Work Order was not a mandatory enforcement action, but an "accommodation" that the City Manager executed on his own. However, the official Stop Work Order was signed directly by Director Werner herself, not the City Manager. The City deliberately delayed issuing the formal order until the day after my filing to manufacture an 'active' status quo for the contractor, while internally treating the appellate hearing as a mere administrative speed bump.

Beyond the manipulated timeline, an examination of the physical Stop Work Order presented to the Planning Commission reveals it to be a fabricated document. As mentioned earlier regarding PRA #26-165, the Agenda Packet shows that the single Stop Work Order notice provided to the Commission bears a distinctly different signature by Director Werner than the actual notices physically posted at the property, which were themselves uniquely signed. The existence of multiple, uniquely signed versions of a singular enforcement action, to a singular project, proves that the City did not provide a true and correct administrative record to the appellate body; they provided a recreated document. This invalidates the City's presumption of administrative regularity and proves the file was actively curated to deceive the Commission.

On April 20, I emailed the Interim City Manager, copied to City Council members, the audio and transcript of a conversation I had with Director Werner on Monday, March 30, at the upstairs public counter beginning at 4:26 PM, ending at 4:38 PM. Planning Manager Quintero arrived upstairs alongside Director Werner, looked at me without speaking, then turned and returned downstairs. I was there to file 'Addendum III' for my Appeal. Deputy City Clerk Christina

Cabada stamped it as filed at the end of that conversation. Via a Public Requests Act request, I learned that Ms. Quintero then emailed Ms. Anderson at 5:02 PM: *"Hello! Do you have time this week to meet briefly about the agenda for Thursday? Katie"* They met the next day at City Hall.

72 **D. The Willful Suppression of Addendum III**

Prior to the hearing, I submitted 'Addendum III' to explicitly correct the severe misstatements of fact in the Staff Report and provide amended legal findings for Draft Resolution 2026-08. This addendum provided the Commission with documented proof that Permit Administration unilaterally bypassed a mandatory Engineering Division review after the plans were initially rejected , and that the independent Architect of Record explicitly disavowed the structural deviations on the replacement stairs.

Rather than confronting this evidence, the Planning Commission ignored the addendum entirely, adopting Resolution 2026-07 as originally drafted by staff without a single factual correction. A regulatory body cannot claim to conduct a fair hearing while failing to consider documented, written evidence of bypassed life-safety protocols.

73 **E. The Misdirection of Appellate Jurisdiction**

The Planning Commission was manipulated into ruling on a matter outside its legal purview. At the April 2 hearing, Director Werner falsely testified, and the Staff Report incorrectly stated, that the Commission was ruling on administrative "decisions" made personally by her and the Interim City Manager.

This was a calculated jurisdictional misdirection. Written records prove that the February 13 directive to allow construction to proceed was explicitly dictated by the City's "legal team". Under Turlock Municipal Code § 1-4-01(a), the Planning Commission has no legal authority to review or hear appeals regarding decisions made by the City Attorney's Office. By deliberately positioning herself as an isolated decision-maker rather than acknowledging the City Attorney's active orchestration, Director Werner obfuscated the true nature of the City's actions and induced the Planning Commission to execute an appellate ruling it lacked the statutory authority to make.

74 **F. The Administrative Veto of Structural Engineering**

The Planning Commission upheld a permit that actively bypassed the City's own life-safety protocols. Internal routing records prove that the City's Engineering Department explicitly rejected the construction plans on October 14, 2025. However, rather than requiring the applicant to satisfy the engineers' structural requirements for a load-bearing exterior staircase, Permit Administration staff unilaterally bypassed this safety check on November 24, 2025, entering the official note: "NOT ROUTED TO ENG."

The Planning Commission utilized its appellate authority to validate a permit where administrative clerical staff successfully overruled the City's own structural engineers.

75 **G. Substitution of an Unauthorized, Unlicensed Agent for the Architect of Record**

As detailed in Section IV.B.4, the City accepted an April 6, 2026, "Design Professional Determination" letter to excuse structural field deviations that had been explicitly disavowed by the Architect of Record. Procedurally, the City's acceptance of this letter violated its own documented enforcement mandates.

On March 4, 2026, Staff Services Analyst Kimberly Hammack issued a formal, written directive to the contractor establishing the regulatory requirement for the project: *"Please note: Any deviations from the approved plan set must be reviewed and approved by the architect or engineer of record and the City."*

Despite this explicit directive, the City finalized the permit based on a waiver authored by Osvaldo Reyes, the unlicensed permit agent. Furthermore, California state filings show Mr. Reyes organized "OZR DRAFTING & DESIGN LLC" on July 30, 2025. However, when conducting onsite measurements for this project on August 25, 2025, he wore a shirt bearing the logo of an "Ozad" company—an alias with no legally verifiable corporate registration.

By accepting a structural waiver from an unregistered draughtsman, the City explicitly violated its own March 4 directive and bypassed the mandatory oversight of the licensed Architect of

Record. Under the California Architects Practice Act, a licensed architect cannot legally delegate structural modifications to an unauthorized, unlicensed agent.

76 **H. The April 6 Coordination and Physical Cover-Up**

The timeline surrounding the acceptance of this fraudulent "Design Professional Determination" exposes active complicity in the destruction of evidence. On the morning of Monday, April 6, 2026, the Turlock Police Department confirmed that Director Werner had lifted the Stop Work Order. At 11:29 AM, Director Werner emailed Mr. Garcia Jr., officially stating work could resume and *"shall continue to comply with the approved plans."*

However, the approved plans explicitly excluded the Green Douglas Fir the unverified contractor had illegally installed. Knowing this, the contractor's crew arrived that same morning and sprayed "Chestnut Brown" Thompson's WaterSeal directly over the unapproved lumber, attempting to hide the 'TOP CHOICE® GDF' tags. The City lifted a Stop Work Order so an unverified contractor could physically paint over the evidence of unapproved materials, and then accepted a legally void waiver from an unlicensed agent to excuse it.

77 **I. The Fabrication of the "Good Faith" Defense**

The Staff Report presented to the Planning Commission relied entirely on the assertion that the Mr. Garcia Jr. acted in "good faith." At the April 2 hearing, Director Werner stood at the podium and explicitly testified to the Commission that Mr. Garcia Jr. operated in good faith when filing his updated paperwork.

This testimony was a direct misrepresentation of the City's own internal communications. Internal emails prove that on February 13, 2026, the Building and Safety Division—acting under the direction of the City's "legal team"—contacted Mr. Garcia Jr. and literally dictated his defense to him. City staff explicitly instructed him to submit: *"A quick letter stating that you filled out the original owner builder form in good faith..."* The Planning Commission was manipulated into denying my appeal based on a "good faith" defense that the City did not

independently discover, but actively orchestrated, scripted, and fed to the contractor to retroactively shield a jurisdictionally void permit.

78 **J. The Facially Defective and Contradictory July 11 Complaint Form**

The Planning Commission's Resolution No. 2026-07 explicitly cites a July 11, 2025, complaint as the genesis of this entire enforcement saga. To support this timeline, the City included a Complaint Form (Case Number: 25-0470) in the official Agenda Packet. However, not only was July 11 not the actual date of the initial complaint, but the document itself is facially defective, incomplete, and contains glaring contradictions that the Planning Commission either overlooked or willfully ignored.

First, despite the form explicitly detailing structural hazards—specifically noting "BASE OF STAIRS ARE DRYROT AND DETERIORATING"—Division staff marked the "No" checkbox next to "Building Permit Required".

Second, the City relies on this form to establish a timeline of diligent enforcement, yet the "Action Taken" section is conspicuously blank. It fails to document the inspection date, the conditions noted, the required building permit number, or the August 12 second warning letter.

Finally, while the form acknowledges the complaint was received "IN PERSON & EMAIL," the Complainant Address and Phone fields are left entirely blank. This demonstrates either profound administrative negligence or a deliberate sanitization of the record to obscure my early and continuous warnings to the City.

By adopting the Resolution, the Planning Commission utilized its appellate authority to uphold a complex, fraudulently obtained building permit under the guise of supporting diligent code enforcement, despite being provided with an intake form that actively contradicts the City's own defense and lacks basic enforcement data. The Commission ratified a process built on foundational administrative negligence, further demonstrating that the April 2 hearing was a

coordinated exercise to protect the Building and Safety Division rather than an objective review of the evidentiary record.

79 **K. Active Suppression of the Initial June Complaint Record (PRA #26-276)**

The City's reliance on the July 11 Complaint Form (Case Number 25-0470) to establish its timeline is not merely a clerical error; it is an active administrative cover-up. On May 2, 2026, Appellant filed PRA request #26-276, specifically demanding the initial complaint form that preceded the July 11 document. This request referenced an internal June 25, 2025, email thread explicitly confirming that an active case already existed prior to July.

The City's handling of this specific request in the days leading up to this appellate filing demonstrates a coordinated, bad-faith effort to suppress the foundational record:

- **Administrative Deflection:** On May 5, the City inexplicably assigned the records request to the Turlock Police Department, attempting to bury a Building and Safety Division code enforcement inquiry under law enforcement bureaucracy.
- **The Legal Shield:** On May 7, at 9:17 AM, Appellant explicitly clarified in the NextRequest portal that the term "case" referred strictly to Development Services, not a police matter. Exactly ten minutes later, at 9:27 AM, anonymous staff quietly added the "City Attorney Department" to the request.

By immediately escalating a routine request for a June 2025 intake form to the City Attorney, the Development Services Department is signaling that they cannot produce the true initial complaint without collapsing their fabricated July 11 enforcement timeline. The City is actively maneuvering to shield the foundational documents of this appeal behind legal bureaucracy, further proving the administrative record provided to the Planning Commission was intentionally sanitized.

80 **L. The "Anyone May Apply" Sleight of Hand and Forged Signatures**

The Staff Report attempted to minimize Armando Garcia Jr.'s unlawful assumption of a building permit by employing a deliberate bureaucratic sleight of hand. The report stated: *"Anyone may apply for a building permit; however, permits must be issued to the property owner of record, a licensed contractor, or an authorized agent of either..."* By leading with "anyone may apply," the City intentionally blurred the line between the administrative act of acting as a courier and the legal act of assuming liability. Mr. Garcia Jr. did not act as a mere courier. On the original December 9, 2025, form, he left the "Authorization of Agent" section completely blank and fraudulently signed directly on the "Signature of property owner" line for the Owner-Builder Acknowledgment" form.

Furthermore, the Staff Report states that authorization is verified by a notarized document or an ID. The City failed to obtain a notarized document authorizing Mr. Garcia Jr. to act on behalf of the Garcia 2017 Living Trust. Instead, when this fraud was exposed, the City accepted "updated" forms on February 18, 2026. However, handwriting analysis proves these substituted forms were physically written by Mr. Garcia Jr. himself, expressly violating the sworn declaration that the owner "personally filled out the above information." The Planning Commission ratified a defense built on linguistic misdirection to excuse undeniable documentary forgery.

81 **M. The Statutory Bait-and-Switch and Ultra Vires Ruling**

The administrative record demonstrates that the City engineered a procedural hybrid to insulate Permit #25-1123 from actual scrutiny, fundamentally misapplying the statutory appellate pathways defined in Turlock Municipal Code (TMC) § 1-4-01.

TMC § 1-4-01(a) grants an appellant the right to appeal "Any action or decision" of the Building and Safety Division to the Planning Commission. My appeal strictly targeted the *action* of the Division—specifically, the improper issuance and active maintenance of a jurisdictionally void permit. However, the Staff Report entirely erased this "action" component. It drastically narrowed the Commission's authority, falsely instructing them that their sole role was to review

the executive "decisions" made by the Director of Development Services and the Interim City Manager on February 9, February 27, and March 2.

Furthermore, instructing the Commission to review a February 9 decision directly violated the strict ten-day limitation established by TMC § 1-4-02 (Time for appeal). Since my appeal was filed on March 9, any challenge to a February 9 decision was statutorily time-barred; the City retroactively folded this expired date into the Staff Report to artificially pad their defense.

This was a calculated bait-and-switch. Under TMC § 1-4-01(b), appeals regarding the decisions of "any official of the City" route directly to the City Council, and subsection (b) explicitly carves out and forbids matters governed by subsection (a). By hijacking the subsection (a) pathway and instructing the Commission to solely review executive decisions that fall exclusively under subsection (b), the administration shielded the Building and Safety Division's foundational errors from any actual scrutiny, as well as shielded "any action or decision" by Director Werner since at least December 2025. The Planning Commission was manipulated into executing an *ultra vires* ruling over executive decisions it had no statutory authority to review.

82 **N. Failure of Fair Notice and Ambiguity in Abatement**

The procedural failures surrounding this permit trace back to the City's earliest communications. On August 12, 2025, the Building and Safety Division sent a second warning letter regarding the property. However, the City issued an incomplete and vague notice by citing "TMC 8-1-102(d)" —an adoption statute—rather than identifying the specific substantive violation code (such as IPMC 304.10, which governs the structural safety of stairways).

By citing an adoption statute rather than a substantive violation code, the City deprived the property owner of adequate legal notice regarding the exact defect. Without a specific code section defining the violation, it is impossible to determine the precise scope of work required to legally abate the alleged nuisance. The Planning Commission upheld an enforcement process that allowed the City to arbitrarily shift compliance goalposts, thereby undermining institutional accountability from the very issuance of the citation.

83 **O. The Improper Conflation of the Filing Timeline**

On Appellant's initial March 9 Appeal Application, Appellant entered "02/27/26 (Building Division); 03/02/26 (City Manager)" under the field labeled "DATE OF DECISION." This entry was made exclusively as a simple municipal code fulfillment to satisfy the strict ten-day filing limitation established by TMC § 1-4-02 (Time for appeal). It served solely as a chronological marker to prove my filing was timely.

However, the administration willfully twisted this basic procedural compliance. Director Werner and the resulting Staff Report took these dates and falsely presented them to the Planning Commission as the *entire subject matter* of my appeal. They claimed that because I listed those dates to establish a timely filing, my appeal was therefore exclusively focused on those specific executive decisions. This was completely false and entirely contrary to the extensive documentation I submitted.

By improperly conflating a timeline marker with the substantive subject of the appeal, the City manufactured a pretext to shield the Building and Safety Division. They misused my compliance with the statute of limitations to obscure the actual focus of my appeal: the underlying, ongoing *action* of the Division in issuing and maintaining a jurisdictionally void permit. This was a calculated administrative distortion designed to misdirect the Planning Commission and limit their scope of review.

84 **P. The Willful Omission of the Mid-February Cover-Up**

The "Background" section of the April 2 Staff Report presents a deliberately sanitized timeline designed to create a false narrative of unbroken permit validity. The report claims that following my February 9 meeting, City staff affirmed the permit was valid. It then claims that on February 13, the City Attorney's office concluded *"there was nothing to warrant stopping the construction,"* and that on March 2, the Interim City Manager similarly affirmed its validity.

What the Staff Report willfully omits from this chronological narrative is the City's own undisclosed administrative coordinating to retroactively rescue a jurisdictionally void permit.

The report conveniently hides the fact that on February 13—the exact same day the City Attorney allegedly cleared the project to proceed—the Building and Safety Division actively emailed the "permit holder" to solicit a *"quick letter"* claiming *"good faith."* Furthermore, the Staff Report entirely omits the City's subsequent acceptance of that manufactured letter on February 17, and the receipt of the substituted, fraudulent Owner-Builder forms on February 18. By actively suppressing this mid-February scramble from the "Background" timeline, the administration deceived the Planning Commission into believing the permit survived executive scrutiny on its original December 9 merits. The City presented a timeline of continuous, unquestioned validity while hiding the fact that they spent mid-February secretly orchestrating a paper trail to cover their own jurisdictional failures.

85 **Q. The Deception of the Interim City Manager**

The Building and Safety Division's mid-February cover-up was so thoroughly insulated that they actively deceived their own executive leadership. The Staff Report claims that after a discussion with me on March 2, 2026, the Interim City Manager "also affirmed the validity of the building permit". The report's timeline inherently implies that his executive affirmation was based on the "updated" February 17 and 18 Owner-Builder Acknowledgment and Authorization of Agent forms.

Furthermore, documentary evidence obtained via PRA request #26-208 confirms these were not separate, organic submissions. The City provided a single Microsoft Word document containing both forms, proving this was a unified, orchestrated paperwork package. The fact that a single electronic file claims the exact same individual (Armando Garcia Sr.) signed one section on February 17 and another section on February 18—using completely different handwriting for each signature—exposes this as an actively coordinated forgery rather than independent, good-faith compliance.

This is a fabricated timeline. During a five-minute phone conversation via mobile phones on March 19, 2026, Interim City Manager Hampton explicitly confirmed to me that he was unaware of this "updated" documentation from the Garcias when he made his March 2 decision.

This admission proves that the Building and Safety Division solicited backdated, fabricated paperwork to secretly patch a jurisdictionally void permit, and then willfully withheld that highly irregular administrative maneuvering from the Interim City Manager before he rendered an executive decision on it. More egregiously, Director Werner accompanied him, along with Chief Hedden, during the March 2 onsite visit, yet actively withheld that information. The Planning Commission was led to believe the permit survived rigorous executive scrutiny, when in reality, the Building and Safety Division, and Director Werner specifically, actively shielded the true, defective condition of the permit—and the existence of their orchestrated, perjurious cover-up—from their own City Manager.

86 **R. The Calculated January 16 Alteration of Municipal Forms**

The City's complicity in this permit fraud extends to the active, calculated alteration of official municipal forms to protect the contractor. On January 9, 2026, I provided executive leadership with an emailed "URGENT EVIDENTIARY SUPPLEMENT" explicitly exposing material misrepresentations and procedural irregularities regarding the permit. Exactly seven days later, on January 16, the City quietly generated a newly revised "Owner-Builder Acknowledgement / Authorization of Agent to Act on Property Owner's Behalf" form.

While this new form added language citing Health and Safety Code § 19825, it deliberately omitted legally mandated fields. Most egregiously, HSC § 19825(a) dictates that a City may require additional information but cannot omit the statutorily mandated fields, which includes the "Address of Authorized Agent". The City's new January 16 form removed this address line.

This omission was not a clerical error; it was a targeted deletion. For Permit #25-1123, the alleged property owner and the unlicensed commercial contractor share the exact same address. By intentionally deleting the "Address of Authorized Agent" line from their newly revised form, the Building and Safety Division actively destroyed the exact statutory mechanism that would have documented and exposed Armando Garcia Jr.'s fraudulent crossover between agent and commercial contractor. The City literally rewrote its own paperwork to permanently obscure the contractor's tracks.

87 **S. The Acceptance of Facially Falsified Documents as a "Good Faith" Cure**

The Staff Report attempts to legitimize Permit #25-1123 by claiming that on February 18, 2026, "updated" documentation was provided to confirm the permit was properly authorized. The Planning Commission accepted this as a valid, good-faith cure. However, physical handwriting evidence proves these "updated" submissions are fundamentally falsified on their face (See Exhibit U).

This manufactured "cure" consisted of two separate forms dated on consecutive days, both of which contain fatal discrepancies. The "Authorization of Agent" page, dated February 18, contains a strict, statutorily mandated legal declaration: "I declare under penalty of perjury that I am the property owner for the address listed above and I personally filled out the above information and certify its accuracy". Handwriting analysis conclusively demonstrates that the alleged signatory, Armando Garcia Sr., did not personally fill out this information. The handwriting for the project description ("Stairs") and the address ("290 Thor Avenue, Turlock") on the February 18 document perfectly matches the known handwriting of Armando Garcia Jr. from his December 9, 2025, filings. Furthermore, the "Owner-Builder" form, dated the previous day (February 17), visibly contains the distinct handwriting of Karina (Garcia) Castaneda.

Because the signatory swore under penalty of perjury to have personally filled out the required information, the undeniable presence of third-party handwriting across two separate days of filings explicitly invalidates both documents as deceptive submissions. Whether these forms represent forgery by agents or perjury by a Trustee, they are legally void. The Building and Safety Division did not accept a valid authorization; they accepted demonstrably falsified documents to retroactively cover up an unlawfully issued permit, and the Planning Commission utilized its appellate authority to ratify that deception.

88 **T. The Fabrication of the Identification Verification Defense**

The Staff Report attempts to explain away the fraudulent December 9 forms by claiming staff followed a "standard process" to "verify identification without retaining copies." It asserts that

the Division requested the February 18 forms merely to "address the concern" because they no longer had the identification on file. This narrative is a demonstrably false, retroactive fabrication designed to excuse gross administrative negligence.

First, the City cannot claim to have verified the identification of an authorized agent on December 9 when the "Authorization of Agent" section on the original form was left entirely blank.

Second, the Staff Report's assertion of a strict verification process directly contradicts Director Werner's own verbal admissions. During our February 9 meeting, Director Werner explicitly stated to me that the Building and Safety Division *does not* verify signatures. I formally documented this exact admission in a recap email sent to City staff on February 10. The administration actively misrepresented the Division's operational realities to the Planning Commission to feign retroactive competence.

Finally, the physical evidence of the driver's licenses provided on February 18 completely destroys the City's defense. The copies included in the Agenda Packet clearly identify the individual as "Armando Estrada Garcia Jr." If staff had actually verified his identification against the application on December 9, as the Staff Report implies, they would have instantly known he was not "Armando P. Garcia Sr." and therefore could not legally sign as the property owner. The unlawful issuance of the permit itself proves the verification never happened. By presenting this fabricated defense, the Planning Commission was manipulated into validating a process that internal evidence proves never occurred.

89 **U. The Manufactured Limitation of Evidentiary Review**

In a final, overarching effort to insulate the Building and Safety Division from accountability, the Staff Report artificially restricted the Planning Commission's ability to examine physical evidence. Under the section titled 'Planning Commission,' the report instructed the appellate body:

> *"The Planning Commission's role is not to re-perform building plan review or construction inspection, but rather to determine whether the administrative determination was made appropriately..."*

This directive is a calculated, circular defense mechanism designed to blind the appellate body. My appeal explicitly challenged the *actions* of the Division, which inherently included the unilateral bypassing of structural engineering, the acceptance of unapproved lumber, and the authorization of field deviations explicitly disavowed by the Architect of Record.

It is logically and legally impossible for an appellate body to evaluate whether the Division acted "appropriately" without examining the underlying building plans, the statutory code requirements, and the physical construction inspections that the Division either bypassed or falsified. By instructing the Commission that they were not permitted to review the plans or the inspections, the Staff Report deliberately walled off the actual, physical evidence of the City's negligence. The administration orchestrated a hearing where the Commission was instructed to blindly trust the executives' verbal assertions while being expressly forbidden from looking at the documentary proof of their failures. This manufactured limitation ensured the hearing was a procedural theater rather than a substantive evidentiary review.

90 **V. Procedural Inconsistencies and Dissuasive Barriers to Appeal**

The right to initiate an appeal is established under TMC § 1-4-02, which states: "Any person may initiate an appeal..." However, the procedures and fees required to exercise this right were communicated so inconsistently by City staff that it created an unreasonable administrative barrier.

91 **1. Staff Confusion and Improper Documentation**

When I arrived at City Hall to request the "prescribed form" to file an appeal per TMC § 1-4-04, City Clerk Fiez was unsure which form was required and sought clarification from Director Werner. I was subsequently handed a building permit application packet and told the appeal fee was $550. I expressed concern that a building permit application was not the legally prescribed

appeal form, and that $550 appeared unusually high for a standard citizen appeal. Ultimately, the form I was instructed to use was improper for my initial filing; it asked, "WHAT ACTION ARE YOU ASKING THE CITY COUNCIL TO TAKE?" requiring me to manually alter the form to reflect an appeal to the Planning Commission.

92 **2. Erroneous and Inflated Fee Quotes**

The appeal form provided to me clearly stated the fee was $125 in the top right corner. Based on the financial status of my elderly mother, the Interim City Manager granted a financial hardship waiver. However, the April 2 Planning Commission Meeting Agenda explicitly stated that the fee to appeal to the City Council was $550. Both Ms. Werner and Ms. Quintero allowed this $550 figure to be published and quoted to me, despite the actual, legally established fee being only $125. Quoting a citizen a fee that is artificially inflated by $425 acts as a severe and direct deterrent to exercising the right to appeal.

93 **3. Communication Breakdown and Administrative Limbo**

Because this appeal to the City Council was a continuation of the same grievance under TMC § 1-4-01(a), I sought clarification on whether the previously granted hardship waiver would carry over to the subsequent procedural step. On April 3, 2026, I emailed the Interim City Manager—copying the City Clerk, City Attorney's Office, and Planning Manager—to formally request a waiver of the newly stated $550 fee.

The Interim City Manager declined to respond to this inquiry. When citizens are navigating time-sensitive municipal appeals on behalf of elderly residents, a complete lack of response from city leadership regarding contradictory fees effectively functions as a dissuasion from continuing the process.

Regardless of staff intent, the combination of improper forms, conflicting fee quotes, and the failure to respond to legitimate procedural inquiries placed an undue and stressful burden on the appellant. This administrative disarray functionally obstructed the clear, accessible due process guaranteed to Turlock residents under the Municipal Code.

94 **W. The Staged Stop Work Order and Lifting Contrary to Municipal Code**

The City's disregard for statutory procedure escalated into the unlawful termination of an active enforcement action, directly endangering a resident.

95 **1. Unlawful Removal and Defiance of Law Enforcement**

As mentioned in IV.B.4 of this document, on Saturday, April 4, 2026, the unverified contractor unlawfully removed the official City of Turlock Stop Work Order notices from both sets of stairs at the property. As noted on the City's own postings, these removals are a violation of California Penal Code Section 616. The Turlock Police Department responded to the scene and requested written authorization for the first removal, for Apt 200, which the contractor could not produce, stating only that Inspector Delgadillo had informed him that the order was lifted by the Planning Commission's denial of my appeal. Officers advised him that without a written authorization, he had no authority to be on site, and generated Report #260940060. Despite this warning, shortly after the officers left, Mr. Garcia Jr. then ripped the remaining Stop Work Order notice off the adjacent stairs and departed, leaving a worker to continue.

96 **2. Creation of an Imminent Structural Hazard**

Operating under this direct violation defiance of an active enforcement order, the worker proceeded to execute highly incompetent repairs that created an imminent structural hazard. The worker installed eight large bolts to connect the header board directly below a full horizontal crack in the balcony frame. This unauthorized work also pulled the bottoms of the upper stringers further from the balcony, resulting in a 3/4-inch gap.

97 **3. The Director's Violation of Statutory Stay**

The contractor's actions on Saturday, April 4, and Monday, April 6, were subsequently enabled and shielded by Director Adrienne Werner. On April 6, she informed another responding officer that the Commission's ruling "lifted" the Stop Work Order. Specifically, for Report #260960071, Officer S. Arroyo wrote in the narrative, verbatim: *"Adrian Warner [sic] the building department*

advised that the stop permit [sic] was lifted, and they could resume construction. The city voted against Shawn's appeal on Thursday 4/2."

This directive was a legally baseless violation of due process. While the Planning Commission denied the initial appeal on April 2, that decision did not immediately authorize the resumption of construction. Per TMC § 1-4-02, an active 10-day statutory stay remained in effect, but Director Werner carved out the Stop Work Order as separate from the process, claiming that the parties reverted back to the status prior to my March 9 filing (the SWO notices were issued on March 10).

That faulty interpretation unlawfully canceled the status quo that was maintained during the first appeal—a status that is legally required to remain in effect during the second appeal:

- **TMC § 1-4-01(a) (Right to appeal):** "Any action or decision of the Planning Commission may be appealed to the City Council."
- **TMC § 1-4-05 (Effect on appeal):** "The filing of an appeal shall cause the rights of the parties to remain as they were prior to the action or decision except where the City Manager finds that public health, welfare, or safety require the action or decision be made effective during the appeal process."

TMC § 1-4-05 stipulates that if the City Manager makes an exception, it must occur in writing "within five (5) days of the filing of the appeal." That did not occur, which further solidifies that the Stop Work Order notices were in no way legally "lifted" by a Commission ruling on April 2.

Director Werner actively and flagrantly bypassed the mandatory statutory stay, thereby shielding the contractor from accountability, including the application of "Chestnut Brown" Thompson's WaterSeal to hide thoroughly un-approved, un-engineered wood on April 6.

98 **X. The Unlawful April 13 Job Card Execution and Willful Violation of Statutory Stay**

The administrative complicity surrounding Permit #25-1123 culminated in a documented timeline of willful procedural violations. The chronological record from Friday, April 10, through Monday, April 13, 2026, establishes that the Building and Safety Division actively ignored actual notice of an impending appeal, continued site operations after the statutory stay took effect, and unlawfully executed administrative actions.

- **Friday, April 10, 2026 (9:00 AM – 9:03 AM | Preemptive Inspection & Actual Notice):** Within the active 10-day appellate window following the April 2 Planning Commission decision, Inspector Enrique Delgadillo and Inspector Ethan Johnson arrived at the property alongside the contractor. At 9:03 AM, Appellant explicitly informed Inspector Delgadillo, via a recorded conversation conducted with the inspector's knowledge, that Appellant was physically holding the formal Appeal form and was heading to City Hall at that exact moment. Appellant clearly stated that it was illegal for the inspectors to conduct an inspection at that time due to the impending statutory stay. Inspector Delgadillo's only reply was "Okay." Appellant then walked to his vehicle and departed for City Hall.

- **Friday, April 10, 2026 (9:15 AM; The Statutory Stay Locked):** Appellant officially filed the Appeal at City Hall. At this exact minute, **Turlock Municipal Code § 1-4-05** legally triggered a mandatory statutory stay on all enforcement and administrative actions related to the permit.

- **Friday, April 10, 2026 (9:30 AM; The Continued Violation):** Despite being given actual, recorded notice at 9:03 AM—and verbally acknowledging it—the City inspectors remained on the property conferring with the contractor until Appellant returned at 9:30 AM. By maintaining their active site visit and inspection activities after 9:15 AM, the Building and Safety Division overtly violated the legally active statutory stay.

- **Friday, April 10, 2026 (10:50 AM; Council Notification):** Appellant emailed the Turlock City Council, formally notifying them of the filed Appeal and the inspectors' preemptive arrival and actions on the property.

- **Sunday, April 12, 2026 (The Chubb SIU Escalation):** With the permit legally frozen, Appellant expanded the scope of reporting by filing a formal whistleblower fraud report with the Special Investigations Unit of the licensed contractor's workers' compensation carrier, Chubb Ltd (Ace American Insurance Company Policy #C73862140), confirmed as received on April 17.

- **Monday, April 13, 2026 (The Unlawful Execution):** On the next business day, with the TMC § 1-4-05 stay fully active and the City Council already notified, Inspector Delgadillo executed notes on the official Job Card. He noted, "Final inspection was performed on 4-10-26," but officially dated and initialed his sign-off as "FINAL INSPECTION: 4-13-26 ED". (See Exhibit W)

The Building and Safety Division's administrative execution of the Job Card on April 13 was a blatant, documented violation of the active appellate stay. The Division possessed no legal authority to alter, finalize, or sign off on the Job Card while the appeal was active.

The fact that the inspectors were given verbal, recorded notice of the appeal at 9:03 AM, remained on the property conferring with the contractor until 9:30 AM (after the stay took legal effect at 9:15 AM), and the City Council was formally notified at 10:50 AM, removes any defense of administrative error. The April 13 sign-off was a willful, post-dated administrative act designed to unlawfully finalize a jurisdictionally void permit in defiance of the appellate process.

99 ## VI. FORMAL DEMANDS FOR RELIEF

Based upon the irrefutable factual and jurisdictional record presented in this Addendum, and pursuant to the appellate authority of the City Council under **Turlock Municipal Code Chapter 1-4**, Appellant demands the following:

100 ### A. Primary Appellate Action

101 1. **Sustain this Appeal:** Formally uphold this appeal, recognizing that the Building and Safety Division committed fatal jurisdictional and procedural errors in the issuance and maintenance of Permit #25-1123.

102 2. **Reverse Resolution 2026-07:** Officially reverse the Planning Commission's April 2, 2026, decision, as the administrative body erred in ratifying an invalid permit and relied upon a compromised, factually deficient Staff Report.

103 3. **Revoke Permit #25-1123:** Officially REVOKE Building Permit #25-1123 as void ab initio, based upon the undeniable jurisdictional defects, documented identity fraud, and fraudulent statutory declarations established within the evidentiary record.

104 ### B. Consequent & Discretionary Relief

105 1. **Reinstatement of the Statutory Stay:** Immediately correct the unlawful lifting of the Stop Work Order and reinstate the notices on both sets of stairs to enforce the mandatory statutory stay required by TMC § 1-4-05.

106 2. **Mandatory Abatement and Corrective Reconstruction:** Order the complete demolition of the structurally non-compliant stairs providing exclusive ingress/egress to Apartment 200. Due to the documented un-engineered structural footprint and the resulting 17-inch cantilever hazard, the City must require: **(a)** the submission of revised engineered plans that accurately reflect the physical dimensions of the balcony and site conditions; **(b)** the removal and replacement of misplaced foundational connectors to ensure proper,

independent support spans; and **(c)** the utilization of a verified, licensed commercial framing contractor to execute the build in strict accordance with newly approved designs.

107 3. **Mandated Balcony Inspection (HSC § 17973):** Require a comprehensive, third-party licensed inspection and a mandated written report regarding the structural integrity of the balcony and its framing at 290 N. Thor St., as required by HSC § 17973. This inspection must verify the condition of the load-bearing supports and the balcony's interface with the newly reconstructed stairs.

108 4. **Reimbursement of Costs:** Refund the $125.00 appeal application fee submitted on April 10, 2026, under formal protest.

109 5. **Acknowledgment of Active Oversight Complaints:** The City must formally acknowledge the active CSLB Complaint (NA 2025 13396)—which currently targets the unpermitted construction from August 2025—and the formal whistleblower fraud report regarding Workers' Compensation statutory declarations for Permit #25-1123 filed with the carrier, Chubb Ltd (Ace American Insurance Company Policy #C73862140). (See Exhibits F, G, and H) This state licensing complaint and corporate fraud report establish a documented, unresolved challenge to the contractor's regulatory compliance across multiple projects at this property. These severe, active allegations fundamentally undermine the unverified "permit holder's" statutory declarations and legally preclude the City from issuing any "Final" approval under an authorizing instrument actively disputed.

110 6. **Independent Investigation of Administrative Misconduct:** Commission a formal, independent investigation into the complete chain of administrative failures and misconduct regarding Permit #25-1123. This review must systematically examine the actions, directives, and documented complicity of the Interim City Manager, the prior contracted City Attorney, Paralegal, the Development Services Director, the Planning Manager, the Building Inspectors, the Staff Services Analyst, Staff Services Technician(s), and the Staff Services Assistant. The investigation must explicitly address the coordinated

orchestration of retroactive legal defenses, the unilateral bypassing of structural engineering requirements, the acceptance of an explicitly unauthorized structural waiver from an unlicensed agent, who is not the Design Professional of Record, and the specific actions of leadership in overriding mandatory life-safety codes.

111 7. **Mandatory Recusal of Compromised Staff:** Issue a formal, binding directive prohibiting Development Services Director Adrienne Werner, Planning Manager Katie Quintero, and Staff Services Analyst Kimberly Hammack from any further administrative or advisory participation in this appellate process. The evidentiary record demonstrates that these individuals willfully facilitated the presentation of a fabricated municipal record and concealed material facts during the April 2, 2026, Planning Commission hearing. Consequently, they must be legally recused from advising the City Council, drafting the appellate Staff Report, or contributing in any capacity to the City's administrative position regarding this appeal to preserve the integrity of the quasi-judicial process.

112 8. **Systemic Policy Overhaul for Code Enforcement (HSC § 19825):** Enact a binding mandate to overhaul the Building and Safety Division's permitting and code enforcement protocols, specifically demanding strict, non-waivable compliance with California Health and Safety Code § 19825. The Council must prohibit the use of legally deficient "permit holder" designations and mandate both rigorous identity and property ownership verification procedures to ensure that all statutory Owner-Builder declarations are personally executed under penalty of perjury by the legally verified property owner. Furthermore, the City must establish zero-tolerance enforcement protocols requiring the immediate issuance of Stop Work Orders when unpermitted commercial labor or identity fraud is discovered on active job sites.

113 9. **Formal Referral to the District Attorney for Criminal Misconduct:** Direct the City Attorney to formally compile the evidentiary record of the actions of Armando Garcia Jr. and Karina Castaneda, and submit a targeted referral to the Stanislaus County District Attorney's Office for criminal prosecution. This referral must specifically cite the

fabrication and execution of the fraudulently obtained Owner-Builder and Authorization of Agent declarations. Based on undeniable handwriting evidence, the referral should include charges of forgery (California Penal Code § 470), the filing of a false or forged document (Penal Code § 115), perjury (Penal Code § 118), and felony insurance fraud (California Insurance Code § 1871.4). Furthermore, the referral must cite Mr. Garcia Jr.'s documented, recorded removal of official Stop Work Order notices in direct violation of California Penal Code § 616 (Turlock Police Report # 260940060).

114 10. **City-Initiated Complaint to the Contractors State License Board (CSLB):** Because the active CSLB complaint (NA 2025 13396) is currently limited to the unpermitted construction from August 2025, direct the Building Official and the Development Services Director to file a new, formal, City-backed complaint with the CSLB against Armando Garcia Jr. and Westside Landscape and Concrete, Inc. regarding Permit #25-1123. The City must officially report his subsequent performance of un-engineered structural framing, his willful deviation from City-approved engineered plans—most notably his deliberate replication of those structural failures on the subsequent build for Apartment 200—and his legally unauthorized removal of municipal enforcement postings—specifically his defiant removal of a second notice immediately after Turlock Police Officers explicitly warned him he lacked the legal authority to be on site.

115 11. **Maximum Administrative Penalties and Permit Scrutiny:** Direct the Building and Safety Division to retroactively levy the maximum allowable administrative citations and fines against Mr. Garcia Jr. and the legal property owners for the unpermitted construction executed in August 2025 and the subsequent structural violations. This must explicitly include the progressively increasing Administrative Citation fines of $100.00 or more per violation under TMC § 8-1-102(d), as formally threatened by the Division in its July 28 and August 12, 2025 warning letters, alongside the $500 civil penalty mandated by California Business and Professions Code § 7031.5. Moreover, mandate that a permanent administrative flag be placed on Mr. Garcia Jr., Westside Landscape and Concrete, Inc.,

and all associated "Amarak" entities, requiring heightened, non-waivable identity and licensure verification for any future permit applications submitted within the City of Turlock.

The City of Turlock has a fundamental duty to ensure the legal integrity of its permitting process and the physical safety of its residents. Appellant respectfully demands that the City Council fulfill its mandatory regulatory and oversight obligations regarding 290 N. Thor Street.

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

Date executed: May 8, 2026

Place: Turlock, California; County of Stanislaus

Signature:

Shawn Sheridan

Shawn Sheridan

Appellant and Legal Agent for Tenant, Frances Dianne Sheridan

290 N. Thor St., Apt. 200

Turlock, CA 95380

Active CSLB Complaint: NA 2025 13396

[Appellant Exhibit List follows]

APPELLANT'S EXHIBIT LIST – PERMIT #25-1123

A	08/06/25	One of eight photos emailed to Building and Safety showing NEW STAIRS built earlier that day; original, exceedingly rotten wood was retained in place.
B	08/10/25	Photo of stairs leading solely to Apt 200. Stairs lacked a handrail until 03/05/26. Original rotten wood underneath the landing platform remained until 02/14/26.
C	01/28/26	Photo of Inspectors Enrique Delgadillo and Ethan Johnson knowingly with employees of the "permit holder" for a challenged permit both marked and initialed as Workers' Compensation exempt.
D	02/17/26	Photo taken two days after Apt 200 stairs were completed.
E	04/06/26	Photo the day "permit holder" employees sprayed "Chestnut Brown" WaterSeal without removing many lumber tags. Zoomed image reveals internal splitting of wood within only three months of installation.
F	02/19/26	First response letter from CSLB.
G	04/23/26	Second response from CSLB.
H	04/17/26	Email response from Chubb; first page only.
I	06/13/25	Emailed complaint to Building and Safety Division, providing the property ownership and landlord information; two pages.
J	07/11/25	Email from Building and Safety confirming meeting and receipt of photos of original dangerous stairs; first page only.
K	07/11/25	Complaint Form (Case Number 25-0470). A facially defective intake record that explicitly notes structural hazards ("base of stairs are dry rot and deteriorating") while concurrently—and unlawfully—marking that no building permit was required. The form conspicuously omits complainant contact information, as well as "Action Taken" data (including but not limited to the "2nd Warning Letter" and "Building Permit #"). Note: This

		document pre-dates the unpermitted stair construction that occurred in August 2025.
L	08/12/25	Email thread involving Hammack and Delgadillo; identifies priority of liability over safety. Delgadillo utilized an invalid phone number provided by Finance; however, despite this, Delgadillo met with Mr. Garcia Jr. onsite the following morning. Note: Renteria redacted Appellant's email under a claimed privacy exemption.
M	08/13/25	Email thread regarding submittal date of "9-24-25" (42 days in the future). Delgadillo identifies meeting with the "property owner," though the meeting was with Mr. Garcia Jr. Note: Renteria redacted Appellant's email under a claimed privacy exemption.
N	10/13/25	Email thread between Appellant and Building and Safety Division about the property ownership and explicit concern prior to the issuance of any permit; three pages.
O	12/02/25	Email from Hammack to Delgadillo and Blancarte explicitly acknowledging the actual property ownership structure and Mr. Garcia Jr.'s position, seven days before Permit #25-1123 was issued; first page only. This regarded PRA #25-201 from the Appellant, originally emailed to Director Werner by Deputy City Clerk Renteria to fulfill, copied to Ms. Hammack.
P	12/04/25	Email from Scully to Osvaldo Reyes and Armando Garcia Jr., stating that for the permit to be complete, a general contractor's license number would need to be provided—sent five days before Permit #25-1123 was issued; first page only.
Q	12/22/25	Email from Hammack to Appellant, discussing the project at 290 N Thor in terms of contractor licensing for a "zero-employee" issued permit; first page only.
R	02/13/26	Email from Hammack to Garcia prompting the "good faith" letter.
S	02/13/26	Email from Andrino two hours after Hammack's email; first page only.

T	02/17/26	Letter from Armando Garcia Jr. prompted by City Attorney and Building and Safety; confirms signature and mobile number, admits to 2025 bad faith acts, and utilizes the misdirection of acting as the "eldest son" to obscure his status as an evidenced sophisticated actor.
U	02/18/26	Handwriting and signature analysis of the "updated" Owner-Builder and Authorization of Agent forms; three pages. Conclusively demonstrates that Armando P. Garcia Sr. did not personally execute the sworn declarations, exposing the visible handwriting of Armando Garcia Jr. and Karina Castaneda on documents submitted under penalty of perjury.
V	03/04/26	Email from Hammack to Garcia Jr. incorrectly stating an appeal had already been filed and declaring an "on hold" status until April 2, 2026. Explicitly mandates both architect or engineer of record and City approval for any deviations; first page only.
W	04/13/26	Inspector Delgadillo executed a post-dated final sign-off while the statutory stay was actively in effect (TMC § 1-4-05). The inspectors (Delgadillo and Johnson) had actual notice, in person, just after 9:00 AM on April 10, that Appellant was heading to City Hall to file the appeal form at that moment.
X	04/17/26	Email from Planning Manager Katie Quintero admitting she did not prepare the April 2 Staff Report, despite being identified as the author under "Prepared by"; first page only.

Exhibit A
08/06/2025
Underneath
'New' Stairs
Replaced
02/14/2026
Corner 2

100
Exhibit B
08/10/2025
Guardrail
4' 6" High
6" Wide

Exhibit C Inspectors & Employees 01/28/26

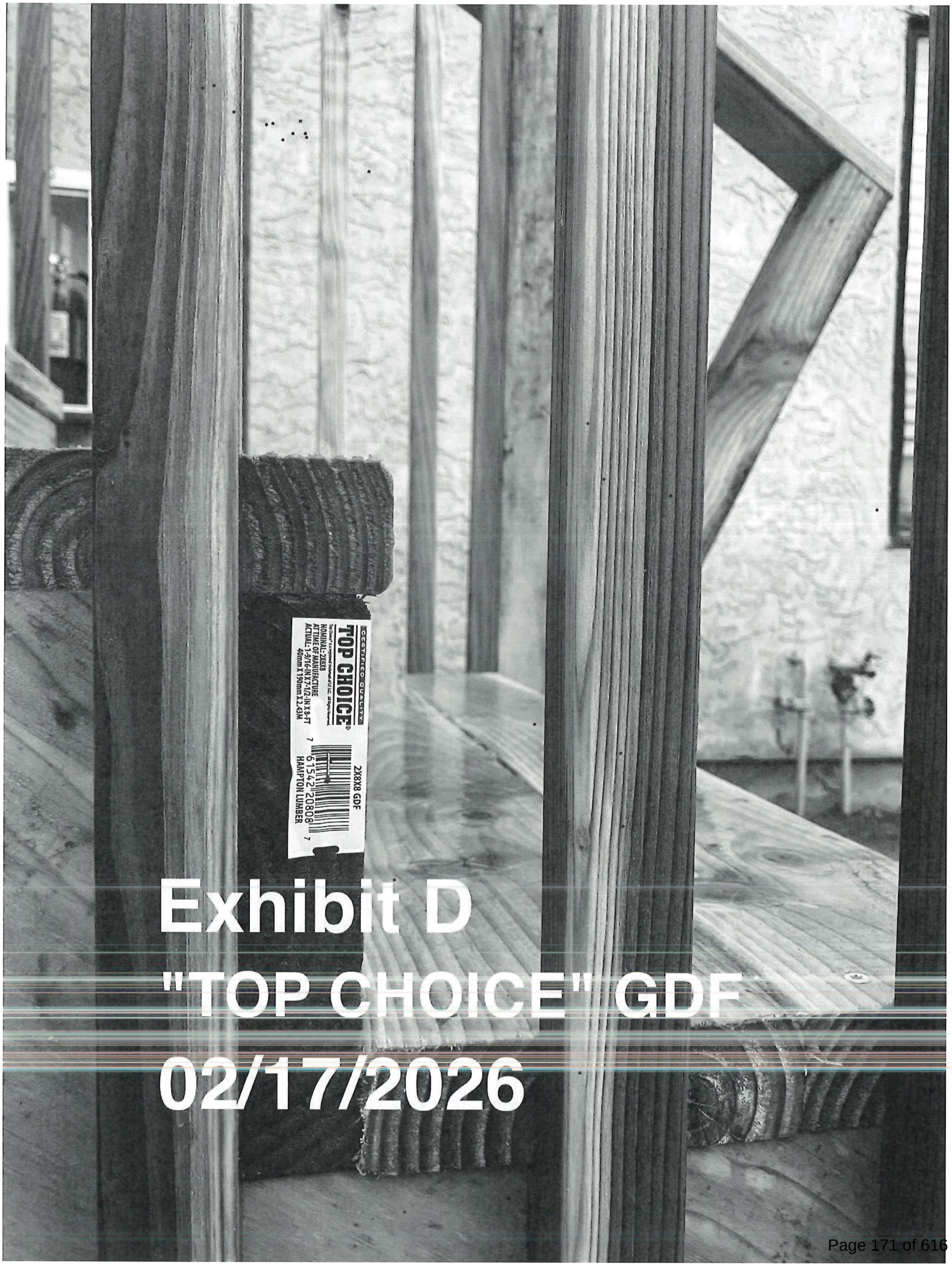


Exhibit D

"TOP CHOICE" GDF

02/17/2026

Exhibit E
04/06/26
TOP CHOICE
2X8X8 GDF
HAMPTON LUMBER

CONTRACTORS STATE LICENSE BOARD
Sacramento Intake/Mediation Center
Mailing Address: P.O. Box 269116, Sacramento, CA 95826-9116
800-321-CSLB (2752) or (916) 255-3900
www.cslb.ca.gov

STATE OF CALIFORNIA
Gavin Newsom, Governor

received
2-21-2026

Date 2/19/2026

Shawn Sheridan
290 N. Thor St., Apt. 200
Turlock, CA 95380

Complaint Number: NA 2025 13396
License Number: 825160
Project Address: 290 N. Thor St., Turlock, CA 95360

The Contractors State License Board (CSLB) recently received your complaint, alleging that a building permit was not obtained for construction activity at the above-referenced address.

Building permits are necessary to ensure that construction is performed according to state and local codes as well as safety standards. On June 11, 2009, CSLB Board Members voted unanimously to place a high priority on enforcing building permit requirements, and an Industry Bulletin (copy enclosed) was issued on November 30, 2009, alerting licensees that CSLB would be accelerating building permit enforcement efforts beginning January 2010.

Failure to obtain a building permit exposes the homeowner to additional costs and liability. Moreover, it is a violation of Business and Professions Code (B&P) 7110 for a contractor to perform work on a construction project without a required permit. Contractors who violate the law are subject to disciplinary action by CSLB, including assessment of civil penalties up to $5,000 per violation, an order of correction to pay the cost of permit fees as well as any assessed penalties by the local building department, and suspension or revocation of the license.

CSLB will contact the contractor regarding the permit allegation and take appropriate corrective action. Thank you for assisting CSLB's enforcement efforts. If you have questions or concerns, please call me at (916) 255-1549.

Elysa Santos
Mediator

Enclosures

EXHIBIT: F

CONTRACTORS STATE LICENSE BOARD
9821 Business Park Drive, Sacramento, CA 95827
Mailing Address: P.O. Box 26000, Sacramento, CA 95826
800-321-CSLB (2752)
www.cslb.ca.gov • CheckTheLicenseFirst.com

STATE OF CALIFORNIA
Gavin Newsom, Governor

April 23, 2026

Shawn Sheridan
290 N. Thor St., Apt. 200
Turlock, CA 95380

COMPLAINT: NA 2025 13396

RESPONDENT: Westside Landscape & Concrete Inc

Dear Shawn Sheridan:

For administrative purposes, your complaint has been reassigned to me.

I will be in contact with you within 20 days of the date of this letter.

Please be aware that cases are handled in the order of receipt. If you have any questions, please feel free to contact me.

Thank you in advance for your patience.

Sincerely,

Janette Taylor
Mediator
916-255-1954

received 4/25/2026

cc: Armando Garcia
Westside Landscape & Concrete Inc
27107 State Highway 33
Newman, CA 95380

EXHIBIT: G

SSA-ejb

Fraud Reporting

Fraud Reporting <fraudreporting@chubb.com>
to: sds1@tutamail.com ▲ Fri, Apr 17, 2026 • 7:03 AM

From
Fraud Reporting <fraudreporting@chubb.com>

To
Shawn Sheridan <sds1@tutamail.com>

2025.12.09 Building Permit.pdf, 315.1 kB
2026.02.19 CSLB Letter.pdf, 1.6 MB
2026.03.09 Appeal Form.pdf, 610.7 kB
2026.04.10 Appeal Form.pdf, 1 MB

RE: [EXTERNAL] NOTICE of Potential Liability and Documented Premium Fraud — Policy # C73862140

Shawn,

Thank you for your email. This will serve to confirm receipt and advise that we have forwarded it to the proper party to address your concerns.

Thank you.

EXHIBIT: H

From: Shawn Sheridan <sds1@tutamail.com>
Sent: Sunday, April 12, 2026 12:13 AM
To: Fraud Reporting <fraudreporting@chubb.com>
Subject: [EXTERNAL] NOTICE of Potential Liability and Documented Premium Fraud — Policy

sds1@tutamail.com
to: building@turlock.ca.us

Fri, Jun 13, 2025 • 7:17 AM

From
sds1@tutamail.com

To
Building <building@turlock.ca.us>

Complaint regarding lighting at apartment building

Hi Kelley,

Thanks for handling my complaint.

At 290 North Thor Street in Turlock, the outside building lights ceased to turn on by a sensor on February 25, 2025, less than a week after the property had new owners. My mom and I have lived in Apt. 200 since 2016, and the lights had always been on at night.

The sensor, I believe connected to the building above what used to be the laundry room in the back, engages eight light fixtures, lighting the two front stairways, six apartment front doors, and the parking lot.

On May 29, 2025, I requested by email and letter by Certified Mail for the new property manager to repair or turn on the sensor for safety and security, no reply has been received, and the lights are still off at night.

Owner of the property per the Grant Deed recorded on February 19, 2025:

Armando P. Garcia, Sr. and Maria Guadalupe Garcia, Trustees
Garcia 2017 Living Trust Dated September 27, 2017
27107 State Highway 33
Newman, CA 95360

EXHIBIT: I

Property manager:

Karina Castaneda

Amarak Management, Inc.
P.O. Box 317
Newman, CA 95360
Tel: (209) 640-0103
Email: amarakmgmt@yahoo.com

The head of Amarak Management, Inc. is the trustee Armando P. Garcia, Sr.

Sincerely,

Shawn Sheridan
290 N. Thor St., Apt. 200
Turlock, CA 95380
Tel: (209) 202-7109
Email: sds1@tutamail.com

Kelly Blancarte

Kelly Blancarte <KBlancarte@turlock.ca.us>
to: sds1@tutamail.com + 1

Fri, Jul 11, 2025 • 11:35 AM

From
Kelly Blancarte <KBlancarte@turlock.ca.us>

To
sds1@tutamail.com <sds1@tutamail.com>

Cc
City Of Turlock Building <Building@turlock.ca.us>

RE: 290 N Thor St

Shawn,

Thank you for coming in and for providing the attached photos. I've updated the complaint to include the concern regarding the deteriorating stairs.

We appreciate your assistance as we work together to address and resolve this building related concern.

Best regards,

Building Division Staff

City of Turlock

Building and Safety Division

156 S Broadway, Ste 130

Turlock, CA 95380

P: (209) 668-5560

F: (209) 668-5107

EXHIBIT: J

Case Number: 25-0470

COMPLAINT FORM

Date: 7/11/2025

Complaint received by: KELLY How received: IN PERSON & EMAIL

Location of Complaint: 290 N THOR ST APN #: 061-024-058-000

Complainant: SHAWN SHERIDAN Address: _____ Phone: _____

Nature of Complaint: STAIRWAY LIGHTING & STAIR DETERIORATING AT BASE:
LIGHT FIXTURE DIRECTED AT THE STAIRS ARE NOT ENGAGING UNTIL THE PERSON IS ALREADY ON GROUND. ALSO BASE OF STAIRS ARE DRYROT AND DETERIORATING

☐ PD ☐ NPO

-Action Taken-

Date: 7-28-25 Complaint referred to: Enrique D. Inspection Date: _____

Condition noted: _____

EXHIBIT: K

Building Permit Required: Yes ☐ No ☒ Building Permit #: _____

☐ NTB Issued _____ ☒ 1st Warning Letter _____

☐ 2nd Warning Letter _____ ☐ Admin Warning Issued _____

☐ Administrative Citation Issued _____

Date Complaint Closed: _____ Reason Closed: _____

From: Kim Hammack
Sent: Aug 12, 2025 22:49:06.103114700 UTC
Subject: RE: Stairs for Apt 200 at 290 N Thor St
To: Enrique Delgadillo ; City Of Turlock Building

Are the stairs a big enough concern that we should tag them? I just want to be sure we are protecting ourselves. Thanks for staying so on top if this one!

From: Enrique Delgadillo
Sent: Tuesday, August 12, 2025 3:22 PM
To: City Of Turlock Building <Building@turlock.ca.us>; Kim Hammack <KHammack@turlock.ca.us>
Subject: RE: Stairs for Apt 200 at 290 N Thor St

First letter was sent out on 7/28/2025 giving property owner until 8/11/2025 to make contact, no contact was made. Second warning letter has been mailed out today 8-12-2025 giving them until 8-26-2025 to make contact. Phone number that was provided by finance was no good.

Thanks.

From: City Of Turlock Building
Sent: Tuesday, August 12, 2025 2:20 PM
To: Kim Hammack <KHammack@turlock.ca.us>; Enrique Delgadillo <EDelgadillo@turlock.ca.us>
Subject: FW: Stairs for Apt 200 at 290 N Thor St

Please advise

Withhold identity of complaining party

EXHIBIT: L

From: City Of Turlock Building
Sent: Aug 13, 2025 22:04:07.000000000 UTC
Subject: RE: Stairs for Apt 200 at 290 N Thor St
To: Enrique Delgadillo ; City Of Turlock Building ; Kim Hammack

Thank you for the update! GREAT WORK Enrique!!

From: Enrique Delgadillo
Sent: Wednesday, August 13, 2025 2:52 PM
To: City Of Turlock Building <Building@turlock.ca.us>; Kim Hammack <KHammack@turlock.ca.us>
Subject: RE: Stairs for Apt 200 at 290 N Thor St

UPDATE

Met with property owner today 8/13/2025 on-site went over what needs to be done. Permit and plans will be required for the repair/meeting min code compliance of the stairs, 30 days was given to submit permit application and plans. 9-24-2025 is the new deadline for submittal.

From: City Of Turlock Building
Sent: Tuesday, August 12, 2025 2:20 PM
To: Kim Hammack <KHammack@turlock.ca.us>; Enrique Delgadillo <EDelgadillo@turlock.ca.us>
Subject: FW: Stairs for Apt 200 at 290 N Thor St

Please advise

Withhold identity of complaining party

EXHIBIT: M

City Of Turlock Building

City Of Turlock Building <Building@turlock.ca.us>
to: sds1@tutamail.com + 2

Mon, Oct 13, 2025 • 10:49 AM

From
City Of Turlock Building <Building@turlock.ca.us>

To
sds1@tutamail.com <sds1@tutamail.com>
Enrique Delgadillo <EDelgadillo@turlock.ca.us>

Cc
City Of Turlock Building <Building@turlock.ca.us>

RE: Ownership of 290 N Thor St

Hi Shawn,

Thank you for your message and for providing this information.

To confirm, permits can only be issued to either the property owner of record, a licensed contractor, or an authorized agent of either party. While those are the only entities eligible to obtain permits, please understand that different individuals may serve as points of contact throughout the case, permit or inspection process.

We appreciate your diligence in helping ensure everything proceeds smoothly.

Please feel free to reach out if you have any further questions.

Sincerely,

Building Division Staff

EXHIBIT: N

City of Turlock - Building Division

156 S Broadway, Ste 130 Turlock, CA 95380

P: (209) 668-5560

building@turlock.ca.us | cityofturlock.org

KB

From: sds1@tutamail.com <sds1@tutamail.com>
Sent: Saturday, October 11, 2025 3:31 PM
To: Enrique Delgadillo <EDelgadillo@turlock.ca.us>
Cc: City Of Turlock Building <Building@turlock.ca.us>
Subject: Ownership of 290 N Thor St

Enrique,

I keep thinking of our conversation the other day about you working with Armando Garcia, Jr., regarding the stairs for Apt 200 at 290 N Thor St. I mentioned that he is not the owner.

Per the Grant Deed recorded on February 19, 2025, the property is held by:

Armando P. Garcia, Sr. and Maria Guadalupe Garcia, Trustees

Garcia 2017 Living Trust Dated September 27, 2017

27107 State Highway 33

Newman, CA 95360

The address on the deed is the business address for Westside Landscape and Concrete, Inc., owned by Armando Garcia, Jr. He is likely a 25% beneficiary of the

living trust, and may not be a direct beneficiary at all, but through an LLC along with his three siblings.

I just want to make sure that the city is working with the right authority to avoid any problems with the permit or inspections.

Shawn Sheridan

290 N Thor St, Apt 200

Turlock, CA 95380

On behalf of the tenant, Dianne Sheridan

From: Kim Hammack
Sent: Dec 02, 2025 23:34:57.834238100 UTC
Subject: 290 N Thor
To: Kelly Blancarte ; Enrique Delgadillo

Hello,

Please see below and provide me in paper format all the emails, letters, notes of meetings, etc. for the above mentioned address. If you could have it tomorrow before EOB tomorrow that would be ideal.

Thanks!

The request:
I request a PDF copy of correspondence from the City of Turlock Building Department to the current owner(s) or designated contact of the multi-family residential property located at 290 North Thor Street in Turlock, as follows:
(1) Any communication mailed to the owner(s) or designated contact between July 28 and August 1, 2025.
(2) Any communication mailed to the owner(s) or designated contact between October 15 and 20, 2025.
(3) Any email after July 27, 2025:
FROM
building@turlock.ca.us
edelgadillo@turlock.ca.us
kblancarte@turlock.ca.us
TO
agarcia@westsidelandscape.net
amarakmgmt@yahoo.com
As of February 2025, the Grantee of the property is "Armando P. Garcia, Sr., and Maria Guadalupe Garcia, Trustees of the Garcia 2017 Living Trust Dated September 27, 2017," with the address of 27107 State Highway 33, Newman, CA 95360 (Westside Landscape and Concrete, Inc.).
The designated contact is likely Armando Garcia, Jr., who is the owner of Westside Landscape and Concrete, Inc., and a vice president of the family-owned property management company Amarak Management, Inc. Another designated contact may be Karina Castaneda.
If any part of this request cannot be fulfilled, then it is expected that legal justification be provided.

Kimberly Hammack
City of Turlock- Building Division
156 S Broadway Ste 130 Turlock, CA 95380
P 209.668.5560 Ext: 2207
F 209.668.5107
Khammack@turlock.ca.us
cityofturlock.org

EXHIBIT: O

The Building & Safety Division is open Monday through Friday from 8 AM to 5 PM, excluding holidays. Please be advised that making an appointment is strongly encouraged to ensure that the necessary staff is available to assist you.

For more information or to schedule an appointment, you can contact the Building Division by calling (209) 668-5560 or by emailing building@turlock.ca.us.

NOTICE: Adoption of 2025 California Building Codes
Effective January 1, 2026, the 2025 California Building Codes

From: Electronic Plans Building
Sent: Dec 04, 2025 00:38:49.956382800 UTC
Subject: 290 N Thor St, BP# 25-1123
To: ozr.drafting.design@gmail.com <ozr.drafting.design@gmail.com>; agarcia@westsidelandscape.net <agarcia@westsidelandscape.net>

Good Afternoon,

We are processing the project at the above address, however please provide the following to complete the permit.

- General contractor's license number and email address
- Contractor to complete and return the Construction Waste Management Plan

If you have any questions regarding Electronic Plan Review or Processes please contact Kayla Scully at 209-668-5370.

Thank you,

Building Division Staff

City of Turlock
Building and Safety Division
156 S Broadway, Ste 130
Turlock, CA 95380
P: (209) 668-5560

eplansbuilding@turlock.ca.us
cityofturlock.org

KS

EXHIBIT: P

**** Please Note: Our offices will be closed December 23rd through January 1st. Inspection services will resume January 5th. ****

NOTICE: Adoption of 2025 California Building Codes
Effective January 1, 2026, the 2025 California Building Codes
will go into effect and apply to all new permit applications submitted to the City of Turlock Building & Safety Division.

To be reviewed under the 2022 California Building Codes, the following must be completed:

- A complete project submittal uploaded to the City's cloud link (Click Here To Submit Documents)
  Note: Incomplete submittals will not be accepted
- Paid plan check deposit
- Complete submittals must be received by **December 15, 2025, at 5:00 PM PST**

Submittals received after this deadline will be processed under the 2025 California Building Codes, following standard submittal process.

Kim Hammack

Kim Hammack <KHammack@turlock.ca.us>
to: sds1@tutamail.com + 2 Mon, Dec 22, 2025 • 8:25 AM

From
Kim Hammack <KHammack@turlock.ca.us>

To
sds1@tutamail.com <sds1@tutamail.com>

Cc
Donna Andrino <DAndrino@turlock.ca.us> Adrienne Werner <AWerner@turlock.ca.us>

ADDENDUM: Licensing/Owner-Builder Verification - Permit #2025-00001123

Hello Shawn,

We have received your email sharing your interpretation of the contractor licensing requirements.

Based on the scope of work, the proposed staircase work qualifies as general building construction associated with the alteration or replacement of a building component.

While Business and Professions Code § 7057 limits a Class B contractor from taking a prime contract for a single, standalone specialty trade, it also expressly authorizes a Class B contractor to perform general building work and projects that involve multiple unrelated building trades or crafts, or are otherwise part of general building construction.

The City does not make determinations regarding specialty license enforcement or contractor classification beyond confirming that the license held is active and appropriate for permit issuance. Questions or disputes regarding whether a particular scope of work requires a specialty license fall under the jurisdiction of the Contractors State License Board (CSLB).

Sincerely,

EXHIBIT: Q

Kimberly Hammack

From: Kim Hammack
Sent: Feb 13, 2026 17:00:04.000000000 UTC
Subject: 290 N Thor - Homeowner Builder Form
To: agarcia@westsidelandscape.net <agarcia@westsidelandscape.net>
Cc: Enrique Delgadillo ; Adrienne Werner

Hello Armando,

With direction from our legal team we need the following items addressed in regards to the homeowner building form:

- A new homeowner builder form (attached) to be fully completed by GARCIA ARMANDO P SR or GARCIA MARIA GUADALUPE
- Copy of driver's license of whomever completed the home owner building form (GARCIA ARMANDO P SR or GARCIA MARIA GUADALUPE)
- A copy of your driver's license
- A quick letter stating that you filled out the original owner builder form in good faith as acting representative for your parents trust.

Please return these items to me as soon as possible. If you need any assistance or have any questions please reach out.

Sincerely,

Kimberly Hammack
City of Turlock- Building Division
156 S Broadway Ste 130 Turlock, CA 95380
P 209.668.5560 Ext: 2207
F 209.668.5107
Khammack@turlock.ca.us
cityofturlock.org

EXHIBIT: R

The Building & Safety Division is open Monday through Friday from 8 AM to 5 PM, excluding holidays. Please be advised that making an appointment is strongly encouraged to ensure that the necessary staff is available to assist you.

For more information or to schedule an appointment, you can contact the Building Division by calling (209) 668-5560 or by emailing building@turlock.ca.us.

Please consider the environment before printing this email

Donna Andrino

Donna Andrino <DAndrino@turlock.ca.us>
to: sds1@tutamail.com + 1

Fri, Feb 13, 2026 • 11:08 AM

From
Donna Andrino <DAndrino@turlock.ca.us>

To
Shawn Sheridan <sds1@tutamail.com>

Cc
Adrienne Werner <AWerner@turlock.ca.us>

Building Permit

Good morning Mr. Sheridan,

This email shall serve as my promised response to you regarding the building permit for the stairs at 290 N. Thor Street.

The City Attorney has reviewed the files provided to him and has made the determination there is nothing to warrant stopping work from being done at this time. Given the life-safety issue, time is of the essence to complete the project.

Please be advised, the file has been returned to the department for further work.

Best regards,

EXHIBIT: S

Donna E. Andrino

Armando Garcia
27107 State Highway 33
Newman, CA 95360

17, February 2026

To Whom it may concern,

This letter is to inform you that I, Armando Garcia Jr. filled out the original owner builder format in good faith as acting representative for Garcia 2017 Living Trust. The apartments on 290 North Thor Avenue, Turlock are owned by such trust.

I am the eldest son of Armando and Maria Garcia owners of the Garcia 2017 Living Trust. I am a general contractor with a current valid CA state B-general building license #825160. My parents have asked me to complete this task on their property and I have their full authorization to continue such work.

If I may be of any additional help, please call my cell at 209.765.3112.

Sincerely,

Armando Garcia,

EXHIBIT: T

EXHIBIT: U

The following handwriting comparisons demonstrate severe, fundamental discrepancies regarding the signatures of Armando P. Garcia Sr. on the 'Owner-Builder' and 'Authorization of Agent' form/pages dated February 17 and 18, 2026. The two recent signatures contradict seven (7) distinct state-filed signatures from 2017 and 2018. Furthermore, the signatures executed on February 17 and February 18 bear no resemblance to one another.

▶ **02/17/2026** - Alleged signature of Armando P. Garcia, Sr. on 'Owner-Builder' form:

me (print) Armando Garcia

Owner Armando Garcia P. Date: 2/17/26

▶ **02/18/2026** - Alleged signature of Armando P. Garcia, Sr. on 'Auth of Agent' page:

int) ARMANDO GARCIA

: Armando Garcia P. Date: 2/18/26

▶ **2017** - State-filed signatures of Armando P. Garcia, Sr. for multiple LLCs and corporation:

By: Armando Garcia
ARMANDO P. GARCIA, SR., Incorporator

Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here
Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here
Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here
Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here
Armando Garcia Organizer sign here	Armando P. Garcia, Sr. Print your name here

EXHIBIT: U

▶ **2018** - State-filed signature for Amarak Investments, LLC:

The state-filed signatures from 2017-2018 reveal:

- Both the small 'a' in Armando and 'c' in Garcia were clearly visible.
- The 'd' did not have a large loop.
- A horizontal line was consistently at the end of 'o'.
- His 'G' never connected to 'a'.
- His signature did not end with 'P'.

The signature dated 02/18/26 was signed under penalty of perjury. Two people are known without doubt to have handled one or both documents: Armando Garcia Jr. and Karina (Garcia) Castaneda.

****

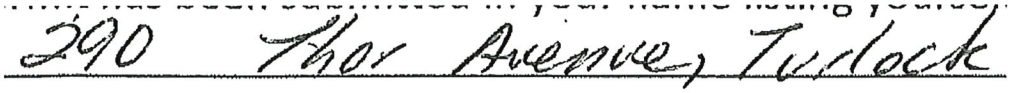
▶ **02/20/2025** - Karina's handwriting when she was the property manager in 2025:

▶ **02/17/2026** - Karina's recent handwriting on the 'Owner-Builder' form:

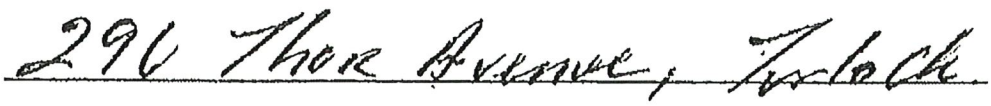
****

▶ **12/09/2025** - Armando Jr.'s handwriting on the 'Construction Waste Management' form:

▶ **12/09/2025** - Armando Jr.'s handwriting on the 'Owner-Builder' form:



▶ **02/18/2026** - Armando Jr.'s handwriting on the 'Authorization of Agent' page:



▶ **12/09/2025** - Armando Jr.'s handwriting on the 'Construction Waste Management' form:

Project Name: Stairs

▶ **02/18/2026** - Armando Jr.'s handwriting on the 'Authorization of Agent' page:

Description of Work): Stairs

The declaration on the 'Authorization of Agent' page states: *"I declare under penalty of perjury that I am the property owner for the address listed above* ***and I personally filled out the above information*** *and certify its accuracy."* The handwriting analysis physically proves that Armando P. Garcia Sr. did not personally fill out the required information. Because the signatory swore under penalty of perjury to have personally executed the form, the visible presence of a third party's handwriting explicitly invalidates the document as a deceptive submission.

From: Kim Hammack
Sent: Mar 04, 2026 18:33:49.000000000 UTC
Subject: RE: 290 N Thor - Meeting
To: agarcia@westsidelandscape.net <agarcia@westsidelandscape.net>
Cc: Enrique Delgadillo ; Adrienne Werner

Hi Armando,
Sorry we were unable to connect this morning.
I wanted to share the key discussion points we had planned to review. An appeal has been filed regarding the validity of Building Permit 25-1123. As a result, construction will be on hold until the Planning Commission reaches a determination on April 2nd.
During this time, it is imperative that you and your team:

- Prepare to address all outstanding inspection items on the west side stairs
- Prepare for the proper construction of the east side stairs - The following items have been noted and are based solely on photos and information provided to our office. This may not be an accurate or complete list. A final determination cannot be made until an on-site inspection is conducted.
  1. Missing hardware at stringer attachment. Page SP1, Detail 6 specifically calls out LSCZ hangers.
  2. Per approved plans (Page SP1 – Wood Species & Fastener Notes), all exterior stair framing, stringers, posts, handrails, treads, risers, and blocking shall be pressure-treated Douglas fir-larch or approved naturally decay-resistant wood, No. 2 grade or better.
  3. Page SP1, Detail 2 – Striping of all treads to be completed.
  4. Designer to address attachment of new stairs to existing building; detail to be provided.
  5. Complete installation of handrails.
  6. A full final inspection will be required to verify tread depth, riser heights, guardrail height, spacing of guardrail supports, wood infill, and structural attachment.

  ***Please note: Any deviations from the approved plan set must be reviewed and approved by the architect or engineer of record and the City.*

- Confirm that all approved materials, methods, and contractors are in place so that work may proceed promptly once construction is authorized to resume.

This will ensure that, once a determination is made, everyone is fully prepared to proceed in accordance with the Commission's decision and approved plans. A defined project schedule will also be established to bring the project to completion.
Should you have any questions in the meantime please do not hesitate to reach out to our team.
Sincerely,

Kimberly Hammack
City of Turlock- Building Division
156 S Broadway Ste 130 Turlock, CA 95380
P 209.668.5560 Ext: 2207
F 209.668.5107
Khammack@turlock.ca.us
cityofturlock.org

EXHIBIT: V

The Building & Safety Division is open Monday through Friday from 8 AM to 5 PM, excluding holidays. Please be advised that making an appointment is strongly encouraged to ensure that the necessary staff is available to assist you.

For more information or to schedule an appointment, you can contact the Building Division by calling (209) 668-5560 or by emailing building@turlock.ca.us.

JOB SITE ADDRESS:	OWNER:	PERMIT NO:
290 N THOR ST	ARMANDO & MARIA GARCIA	2025-00001123

BUILDING:
FO - FORMS/FOUNDATION LA - LATH
FR - FRAME RER - REROOF
HD - HOLDOWNS BB - BOND BEAM
IN - INSULATION FA - FINAL

PLUMBING:
ROP - ROUGH W - WATER
TOP - TOP OUT S - SEWER
GTP - GAS TEST

SWIMMING POOLS:
SBS - STEEL/BOND
PDS - PRE DECK
PPS - PRE PLASTER
HTR - HEATER
G - GAS

ELECTRICAL:
TPP - TEMP POWER POLE
SER - SERVICE
CHE - CHANGE

FIRE SPRINKLERS :
SP - SPRINKLERS

DESCRIPTION OF WORK

REPAIR/REPLACE 2 STAIRS FOR APARTMENT BUILDING
PER COMPLAINT

INSPECTORS NOTES

x2 stairs

4-13-26 Final inspection was performed on 4-10-26 - Detail for attachment of stairs to balcony in letter & letter to alternative treatment of non-pressure treated wood - ED

EXHIBIT: W

INSPECTION TYPE	DATE	INSPECTOR
WOOD FLOOR:		
ADDRESS - TOILET		
FOUNDATION - FORMS - SETBACK		
UNDER FLOOR FRAMING		
PLUMBING – HEATING		
FLOOR INSULATION		
SLAB FLOOR:		
UNDER SLAB PLUMBING - TOILET		
FOOTING - FORMS - SETBACK	1-28-26	ED
UFER GROUND - GROUND ROD		
FRAME:		
ROOF NAIL/PRE-ROOF		
SHEAR		
HOLDOWNS		
ROUGH ELECTRICAL		
ROUGH PLUMBING		
ROUGH HEATING/VENTILATING		
FRAME OK - PLACE INSULATION		
INSULATION OK - PLACE WALLBOARD		
WALLBOARD OK - PLACE TAPE		
EXTERIOR LATH OK - PLACE STUCCO		
SHOWER PAN		
FIRE SPRINKLERS:		
SUSPENDED CEILING:		
OTHER:		
TEMP POWER (POLE)		
SEWER		
WATER		
GAS TEST		
SWIMMING POOL - STEEL/BONDING		
PRE DECK		
FENCE - PRE PLASTER		
ELECTRIC TAG: PERM TEMP		
GAS TAG: PERM TEMP		
FINAL INSPECTION:	4-13-26	ED

JOB CARD #108 – REV. 2011

Katie Quintero

Katie Quintero <KQuintero@turlock.ca.us>
to: sds1@tutamail.com

Fri, Apr 17, 2026 • 3:11 PM

From
Katie Quintero <KQuintero@turlock.ca.us>

To
Shawn Sheridan <sds1@tutamail.com>

RE: Contaminated Administrative Record - Appeal of Permit #25-1123 - 290 N Thor St

Hello Mr. Sheridan,

I did not prepare the staff report, it was prepared and presented by Adrienne Werner. I will forward this information on to her as she will also be the one who will write the Council staff report. Thank you.

Katie

EXHIBIT: X

From: Shawn Sheridan <sds1@tutamail.com>
Sent: Thursday, April 16, 2026 4:23 PM
To: Katie Quintero <KQuintero@turlock.ca.us>
Cc: Sds1 <sds1@tutamail.com>
Subject: Contaminated Administrative Record - Appeal of Permit #25-1123 - 290 N Thor St

Planning Manager Quintero,

City Council Staff Report

July 14, 2026

From:	Isaac Moreno, Finance Director
Prepared by:	Nadine Silva, Principal Accountant
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

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 2026-2027 Appropriation Limit for the City of Turlock

2. NARRATIVE:

Annually, cities throughout California establish their Appropriation Limit under Article XIII.B of the California Constitution. The Appropriation Limit represents the level of city expenditures that can be funded using tax dollars. This calculation has its origin in Proposition 4, commonly known as the Gann Initiative; thus this calculation is sometimes referred to as the Gann Limit.

Proposition 4 was passed by California voters in November 1979 and places limits on the amount of tax revenue which can be spent by governmental entities on an annual basis. Prop 4 became effective in Fiscal Year 1980-81 and used Fiscal Year 1978-79 revenues as the base for its calculations. The calculations were further refined by the passage of Proposition 111 in June 1990. The base year revenues are increased annually by a factor which combines the governmental entity's population growth rate and the increase or decrease in the California per capita personal income. Cities may choose to use their own population growth rate or their county's population growth rate and typically choose whichever is larger.

The Appropriation Limit provides for managed growth in the revenue received from the proceeds of taxes. The compliance requirements set forth the base year revenue from tax proceeds and each subsequent year's growth in tax-based revenue is limited by a combination of population growth and cost-of-living growth.

The City of Turlock makes an annual determination of the most advantageous method for setting its annual limit. In the event the City was in the position of receiving increased tax proceeds which would exceed the limits authorized under the above compliance requirements, the City may place itself in the position of being required to pay back any accumulated tax over collections within the next two fiscal years.

The City is currently in no danger of reaching the limit as the 2026-2027 Appropriation Limit is $87,178,783 while proceeds from taxes are only $65,773,892 or approximately 75% of the amount allowed (see Attachment 2 for details).

3. FISCAL IMPACT / BUDGET AMENDMENT:

There is no fiscal impact to the City's budget as the limit exceeds the appropriations subject to limitation.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

5. ALTERNATIVES:

A. No alternative is provided as the adoption of the annual Appropriation Limit is required by California law.

6. ATTACHMENTS:

1. Draft Resolution for Adoption of City of Turlock Appropriation Limit FY 2026-2027
2. City of Turlock Calculation of the Appropriation Limit FY 2026-2027

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF 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 2026-2027 APPROPRIATION LIMIT FOR THE CITY OF TURLOCK	**RESOLUTION NO. 2026-XXX**

WHEREAS, new cost of living factors and new population factors have been established for determining the City's annual appropriation limit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby:

1. Establish the City of Turlock's Appropriation Limit for the 2026-2027 Fiscal Year to be $87,178,783, in compliance with Article XIII.B of the Constitution of the State of California and Section 7910 of the California Government Code. The total appropriations subject to limitation are $65,773,892 (refer to Attachment 2).

2. Select the County's or City's population growth factor, whichever is greater, of -0.19% for use in the computation of such limitation for Fiscal Year 2026-2027.

3. Select California's Per-Capita Personal Income cost-of-living factor of 4.95% to be used in the computation of the limitation for Fiscal Year 2026-2027. The City reserves the right to change this selection at some future time when necessary information becomes available on a regular and legislated basis.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Attachment 2

City of Turlock
Calculation of the Appropriation Limit
Fiscal Year 2026-2027

	Per Capita Personal Income Change	Per Capita Ratio	Population Change*	Population Change Ratio	Factor	Limit
	from Dept of Finance letter		from Dept of Finance letter			$ 77,948,458
FY 25-26	6.44	1.0644	0.31	1.0031	1.067700	$ 83,225,569
FY 26-27	4.95	1.0495	-0.19	0.9981	1.047500	$ 87,178,783

* ***Population change used is the greater of the annual population change for the City of Turlock or Stanislaus County as published by the Department of Finance - Price and Population Information***

Subject to Appropriation Limit

Secured and Unsecured Property Taxes	10,872,000	
Sales and Use Tax	38,402,312	
Hotel/Motel Tax	1,856,000	
Business License Taxes	1,797,600	
Prop 172 Sales Tax	421,600	
Property Taxes in Lieu of Motor Vehicle	10,150,000	
Interest Income Allocated to Revenues Subject to Appropriation Limit	2,274,380	
Total Subject to the Appropriations Limit	65,773,892	**75%**
		% of Tax Revenue
Appropriations Limit	87,178,783	

Non Tax Proceeds	21,404,891
% of Non Tax Revenue	25%

City Council Staff Report

July 14, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Stephen Fremming, P.E., Principal Civil Engineer
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with California Building Structures Inc. of Modesto, California in the amount of $252,843.00 and authorizing a construction contingency amount of $25,284 (10.0%) for the construction of City Project No. 25-049 "Animal Control Facility Improvements" to be funded by Fund 119 "American Rescue Plan Act (ARPA)".

Resolution: Determining the award of bid for the construction of City Project No. 25-049 "Animal Control Facility Improvements" is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

2. NARRATIVE:

The Animal Control Facility is operated by the Turlock Police Department (TPD) and is located at 801 South Walnut Road. The facility includes several structures built in phases. The first structure was a masonry animal shelter building likely built in the 1980s or earlier. Improvements were made in 2008 to re-roof this facility and install new animal enclosures. A 2,160 square foot modular office building was added to the facility in 2005 and houses animal control staff. A 667 square foot animal shelter masonry building was built adjacent to the original animal shelter in 2006.

The Police Department desires to improve various elements of the animal control facility with available ARPA funding. There are several items of work that are necessary to be addressed due to natural wear and tear on the facility as well as a desire for improved operations. Project plans and specifications were prepared by a design consultant with an on-call agreement with the City, RED Inc. Architects. The project scope includes:

- Repair of select animal enclosures at both kennel buildings
- Replacement of the concrete curb for the V track for the vehicle gate at the public entrance
- Reconstruction of select asphalt concrete pavement near the public entrance
- Installation of a closed-circuit television (CCTV) security camera system
- Replacement of several exterior doors and frames at both kennel buildings
- Replacement of one shower in the modular office building
- Replacement of flooring and wall base materials in the modular office building

On May 23, 2026, a Notice to Contractors was published in the Turlock Journal inviting bidders to submit proposals for construction of City Project No. 25-049 "Animal Control Facility Improvements." Three bid proposals were received on June 15, 2026.

BIDDER'S SUMMARY

BIDDER	BASE BID AMOUNT
California Building Structures Inc.	$252,843.00
Taylor Backhoe Service	$338,647.61
KHB Construction	$404,130.61

An additive bid alternate was included on the bid form which, if accepted, would include an automatic gate operator to the vehicle gate at the public entrance off of S. Walnut Road and vehicle detection loops and this pricing is shown in the attached bidder's summary. Turlock Police Department staff are not interested in including the additive bid alternate in the scope of work due to funding limitations.

City staff has verified that the bid submitted by California Building Structures Inc. was responsive to the proposal requirements and have determined that they are a responsible bidder. City staff recommend that Council approve an agreement with California Building Structures Inc. in the amount of $252,843.00.

3. FISCAL IMPACT / BUDGET AMENDMENT:

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

	Amount	
Preliminary Engineering *-City Engineering*	$	12,470.00
Architectural design and construction services *-RED Architects*	$	35,805.00
Construction Contract *-California Building Structures Inc.*	$	252,843.00
Construction Contingency	$	25,284.00
Construction Engineering *-City Engineering*	$	19,500.00
Building Permit Fee	$	4,000.00
Estimate of Project Costs	**$**	**349,902.00**

Funding is available and no additional budget transfer is necessary at this time.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

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

6. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary
3. Agreement CC 2077-036 with California Building Structures Inc.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR THE CONSTRUCTION OF CITY PROJECT NO. 25-049 "ANIMAL CONTROL FACILITY IMPROVEMENTS" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15301 (EXISTING FACILITIES) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 25-049 "Animal Control Facility Improvements" involves various improvements to the facility including repair of select animal enclosures at both kennel buildings, replacement of the concrete curb for the V track for the vehicle gate at the public entrance, installation of an automatic gate operator for the vehicle gate at the public entrance, reconstruction of select asphalt concrete pavement near the public entrance, installation of a close circuit television (CCTV) security camera system, replace several exterior doors and frames at both kennel buildings, replace one shower in the modular office building, replace flooring and wall base materials in the modular office building; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 25-049 "Animal Control Facility Improvements" is exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Animal Control Facility Improvements
PROJECT NUMBER: 25-049
BID OPENING: June 15, 2026 3:00 PM
ANTICIPATED COUNCIL AWARD DATE: July 14, 2026

						1		2		3	
BASE BID SCHEDULE				**ENGINEER'S ESTIMATE**		CALIFORNIA BUILDING STRUCTURES INC. MODESTO, CA		TAYLOR BACKHOE SERVICE, INC. MERCED, CA		KHB CONSTRUCTION MODESTO, CA	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	$ 27,000.00	$ 27,000.00	$ 23,180.00	$ 23,180.00	$ 25,400.00	$ 25,400.00	$ 11,050.00	$ 11,050.00
2	Remove Existing Improvements	LS	1	$ 40,000.00	$ 40,000.00	$ 16,072.00	$ 16,072.00	$ 9,216.39	$ 9,216.39	$ 26,840.00	$ 26,840.00
3	Repair Animal Enclosures	LS	1	$ 26,800.00	$ 26,800.00	$ 24,000.00	$ 24,000.00	$ 77,725.27	$ 77,725.27	$ 185,685.00	$ 185,685.00
4	Replace Kennel Buildings Exterior Doors and Hardware	LS	1	$ 10,720.00	$ 10,720.00	$ 21,000.00	$ 21,000.00	$ 35,106.61	$ 35,106.61	$ 19,554.00	$ 19,554.00
5	Replace Animal Control Office Flooring and Wall Base	LS	1	$ 33,500.00	$ 33,500.00	$ 30,800.00	$ 30,800.00	$ 46,119.61	$ 46,119.61	$ 18,369.60	$ 18,369.60
6	Replace Animal Control Office Shower	LS	1	$ 4,020.00	$ 4,020.00	$ 11,000.00	$ 11,000.00	$ 17,995.98	$ 17,995.98	$ 15,309.40	$ 15,309.40
7	Low Voltage CCTV Camera System	LS	1	$ 67,000.00	$ 67,000.00	$ 15,000.00	$ 15,000.00	$ 75,628.50	$ 75,628.50	$ 82,680.00	$ 82,680.00
8	Earthwork	LS	1	$ 13,400.00	$ 13,400.00	$ 12,178.00	$ 12,178.00	$ 10,340.34	$ 10,340.34	$ 9,060.00	$ 9,060.00
9	Minor Concrete (Vertical Curb)	LF	17	$ 120.60	$ 2,050.20	$ 471.00	$ 8,007.00	$ 103.28	$ 1,755.76	$ 175.00	$ 2,975.00
10	Minor Concrete (Flush Curb)	LF	31	$ 100.50	$ 3,115.50	$ 388.00	$ 12,028.00	$ 159.67	$ 4,949.77	$ 96.00	$ 2,976.00
11	Aggregate Base	CY	11	$ 268.00	$ 2,948.00	$ 1,000.00	$ 11,000.00	$ 855.98	$ 9,415.78	$ 88.00	$ 968.00
12	Hot Mix Asphalt	TON	14	$ 335.00	$ 4,690.00	$ 1,327.00	$ 18,578.00	$ 1,104.90	$ 15,468.60	$ 618.00	$ 8,652.00
13	All other work not included in other base bid items	LS	1	$ 13,400.00	$ 13,400.00	$ 50,000.00	$ 50,000.00	$ 9,525.00	$ 9,525.00	$ 20,011.61	$ 20,011.61
	Base Bid Total =			**$**	**248,643.70**	**$**	**252,843.00**	**$**	**338,647.61**	**$**	**404,130.61**

						CALIFORNIA BUILDING STRUCTURES INC.		TAYLOR BACKHOE SERVICE, INC.		KHB CONSTRUCTION MODESTO, CA	
ADDITIVE BID ALTERNATE				**ENGINEER'S ESTIMATE**							
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
14	Automatic Vehicle Gate Operator	LS	1	$ 20,000.00	$ 20,000.00	$ 21,000.00	$ 21,000.00	$ 12,560.30	$ 12,560.30	$ 10,693.20	$ 10,693.20
15	Detector Loops	LS	1	$ 6,000.00	$ 6,000.00	$ 4,000.00	$ 4,000.00	$ 3,810.00	$ 3,810.00	$ 5,618.40	$ 5,618.40
16	All other work not included in other additive bid alternate items	LS	1	$ 5,000.00	$ 5,000.00	$ 8,000.00	$ 8,000.00	$ 21,774.15	$ 21,774.15	$ 20,419.40	$ 20,419.40
	Additive Bid Alternate Total =			**$**	**31,000.00**	**$**	**33,000.00**	**$**	**38,144.45**	**$**	**36,731.00**

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AGREEMENT

For

PUBLIC IMPROVEMENT

City Project No. 25-049

Animal Control Facility Improvements

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and California Building Structures Inc, a California corporation ("Contractor"), on Tuesday, July 14, 2026 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of Animal Control Facility Improvements (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 14, 2026, at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

1. CONTRACT DOCUMENTS

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

A. Notice to Bidders;

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

C. Special Provisions of the City of Turlock for Animal Control Facility Improvements;

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

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

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

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

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

2. TERM

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

3. SCOPE OF WORK

3.1. SERVICES

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

3.2. MODIFICATION

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

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

3.3. SPECIFIC MATERIALS & PERFORMANCE OF WORK

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

3.4. EXHIBITS

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

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

4. CONTRACT PRICE

City shall pay, and Contractor shall accept in full payment for the work set forth above in SCOPE OF WORK, an amount not to exceed Two Hundred Fifty Two Thousand Eight Hundred Forty Three and No/100ths ($252,843.00) (the "Contract Price"). Said amount shall be paid pursuant to COMPENSATION of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. TIME FOR PERFORMANCE

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **sixty (60)** 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 **seventy (70)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

5.1. RIGHT OF CITY TO INCREASE WORKING DAYS

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

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

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

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

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

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

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

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

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5.2. EXCUSABLE DELAYS

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

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

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

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

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

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

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

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

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

5.4. DELAY DAMAGES

In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Seven Hundred and No/100ths Dollars ($700.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Three Hundred and No/100ths Dollars ($300.00)** for each calendar day beyond the Final Completion Due Date. This deduction shall not be considered a penalty but shall be considered as delay damages. The aforementioned rate of deduction is an amount agreed to by the Parties as reasonably representing additional construction engineering costs incurred by City if Contractor fails to complete the Services by the Substantial and Final Completion Due Dates. However, any deduction assessed as delay damages shall not relieve Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the Services by the Substantial and Final Completion Due Dates.

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

6. TERMINATION

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

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

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

7. LIABILITY FOR BREACH

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

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

8. COMPENSATION

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

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

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

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

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

9. DISPUTES PERTAINING TO PAYMENT FOR WORK

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

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

9.1. CLAIMS PROCESSING

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

9.2. MEET-AND-CONFER CONFERENCE

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

9.3. NONBINDING MEDIATION

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

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

10. PERMITS AND CARE OF WORK

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

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

11. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

11.1. MONITORING AND ENFORCEMENT

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

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

11.2. WAGES & HOURS OF EMPLOYMENT

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

12. SUPERINTENDENCE BY CONTRACTOR

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

13. INSPECTION AND TESTING BY CITY

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

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

14. CONFORMITY WITH LAW AND SAFETY

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

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

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

15. OTHER CONTRACTS

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

16. BONDS

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

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

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

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

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

17. INDEMNIFICATION

17.1. INDEMNITY FOR PROFESSIONAL LIABILITY

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

17.2. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

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

18. CONTRACTOR'S INSURANCE

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

18.1. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

18.2. WORKERS' COMPENSATION INSURANCE

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

18.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

18.4. BUILDER'S RISK INSURANCE

Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. The coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. Policy shall be provided for replacement value on an

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"all-risk" or special causes of loss basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: coverage for debris removal and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be to ensure the full replacement value of any property or equipment stored either on or off the project site, or in transit. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. The policy shall allow for and include a waiver of subrogation endorsement in favor of the Insureds.

18.5. CONTRACTORS POLLUTION INSURANCE

Intentionally Omitted.

18.6. UMBRELLA OR EXCESS POLICY

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

18.7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

18.8. ACCEPTABILITY OF INSURERS

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

18.9. VERIFICATION OF COVERAGE

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

18.10. WAIVER OF SUBROGATION

With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the

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Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

18.11. SUBCONTRACTORS

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

19. OWNERSHIP OF WORK PRODUCT

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

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

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

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

20. TAXES

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

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

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

21. INDEPENDENT CONTRACTOR

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

22. CONTRACTOR NOT AGENT

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

23. ARBITRATION OF DISPUTES

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

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

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

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

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

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

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

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

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

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

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

24. PROVISIONS CUMULATIVE

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

25. NOTICES

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie Lucchesi, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	**California Building Structures Inc** **Attn: Brandon James, Vice President** **1220 Reno Ave Ste H** **Modesto, CA 95353**
If to Contractor's Sureties:	**Western Surety Company** **to be added** **to contract record.**

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26. CITY CONTRACT ADMINISTRATOR

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

Stephen Fremming, Principal Civil Engineer
City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380
Telephone: (209) 668-5417
E-mail: sfremming@turlock.ca.us

27. INTERPRETATION

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

28. ANTITRUST CLAIMS

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

29. USE OF CITY PROJECT NUMBER

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

30. NO CONFLICT OF INTEREST

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

31. CONFIDENTIALITY

Contractor understands and agrees that, in the performance of Services under the Contract, or in the contemplation thereof, Contractor may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information"). Contractor shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written

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consent of City. If City gives Contractor written authorization to make any such disclosure, Contractor shall do so only within the limits and to the extent of that authorization. Contractor may be directed or advised by the City Attorney on various matters relating to the performance of Services on the Project or on other matters pertaining to the Project, and in such event, Contractor agrees that it will treat all communications between itself, its employees, and its subcontracts as being communications which are within the attorney-client privilege.

32. MODIFICATION

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

33. WAIVER

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

34. ASSIGNMENT

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

35. AUTHORITY

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

36. GOVERNING LAW

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

37. SEVERABILITY

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

38. EXECUTION AND COUNTERPARTS

This Agreement may be executed simultaneously and, in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. The Parties agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed 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 ARBITRATION OF DISPUTES of this Agreement, if any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret the provisions of the Contract, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

42. NECESSARY ACTS AND FURTHER ASSURANCES

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

43. REQUIRED FEDERAL LANGUAGE

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

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify City's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to City, in such form as City may require. This report shall include the following information:

(a) name and address of the injured or deceased person(s);

(b) name and address of Professional's subcontractor, if any;

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(c) name and address of Professional's liability insurance carrier; and

(d) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

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

Compliance with Federal Requirements. Professional agrees to comply with all applicable federal statutes, regulations, and requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) procurement and cost principles;
- Equal Employment Opportunity (41 CFR Part 60);
- Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
- Debarment and Suspension (2 CFR Part 180).

Professional certifies it is not debarred, suspended, or otherwise excluded from participation in federal programs.

44. RECITALS

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

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IN WITNESS WHEREOF, two identical counterparts of this agreement, consisting of a total of 59 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.

California Building Structures Inc

Signed by:
Brandon James
93E37D1297944CB...

SIGNATURE

Brandon James

FULL NAME

Vice President

TITLE

1220 Reno Ave STE H

ADDRESS

209 534-2165

PHONE

6/24/2026

DATE SIGNED

CITY OF TURLOCK, a municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

William D. Morris

FULL NAME

RCE, PLS, City Engineer

TITLE

DATE SIGNED

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO FORM:

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SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

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Exhibits List

A - A - EXHIBIT A CONSTRACTOR'S PROPOSAL FOR SERVICES

B - EXHIBIT B PAYMENT BY FORCE ACCOUNT

C - EXHIBIT C WORKERS’ COMPENSATION INSURANCE CERTIFICATION

D - D - EXHIBIT D PERFORMANCE BOND

E - E - EXHIBIT_E_PAYMENT_BOND

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Exhibit A

A - EXHIBIT A CONSTRACTOR'S PROPOSAL FOR SERVICES

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EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

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City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

[CALIFORNIA BUILDING STRUCTURES INC] RESPONSE DOCUMENT REPORT

CIFB-E DBE No. CP 25-049

Animal Control Facility Improvements

RESPONSE DEADLINE: June 15, 2026 at 3:00 pm

Report Generated: Wednesday, June 17, 2026

California Building Structures Inc Response

CONTACT INFORMATION

Company:
California Building Structures Inc

Email:
brandon@solarneeds.com

Contact:
Brandon James

Address:
1220 Reno Ave STE H
Modesto, CA 95357

Phone:
(209) 534-2165

Website:
N/A

Submission Date:
Jun 15, 2026 1:53 PM (Pacific Time)

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ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 8, 2026 12:07 PM by Brandon James

Addendum #2
Confirmed Jun 8, 2026 12:07 PM by Brandon James

Addendum #3
Confirmed Jun 15, 2026 8:03 AM by Brandon James

QUESTIONNAIRE

1. Proposal*

Pass

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the unit prices entered on the Bidder's Form.

Confirmed

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2. Request for Substitutions*

Pass

You may upload information relative to material or equipment for which you would like to request approval of that were not specifically named in the project specifications. City staff will make an effort to respond to requests for substitution as part of the Q&A and addendum process, though will not be obligated to comment on, approve, or deny any request for substitution.

Confirmed

3. Affidavit*

Pass

Please download the below documents, complete, and upload.

- AFFIDAVIT.pdf

Affidavit.pdf

4. INFORMATION REQUIRED OF BIDDER

NUMBER OF YEARS' EXPERIENCE AS A CONTRACTOR IN CONSTRUCTION WORK OR INSTALLATION WORK SIMILAR TO THAT REQUIRED IN THESE SPECIFICATIONS.*

Pass

30 years

NAME OF PERSON WHO INSPECTED THE SITE OF THE PROPOSED WORK FOR YOUR FIRM.*

Pass

Brandon James

DATE OF INSPECTION*

Pass

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06/08/2026

5. PREVIOUS WORK/REFERENCES

Please provide information for four (4) recent projects. If bidder is unable to provide information for four (4) reference projects, it shall provide as many reference projects that it can and City will make a determination as to bidder responsibility based on the available information.

REFERENCE #1: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.*
Pass

Fire Station 21 Renovations, 461 Mitchell Rd., Modesto, CA 95354

REFERENCE #1: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.*
Pass

Commercial Remodel, Flooring/Abatement/Drywall/Paint

REFERENCE #1: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.*
Pass

Stanislaus Consolidated Fire Protection District, 3324 Topeka St. Riverbank, CA 95367, (209) 869-7470

REFERENCE #1: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?*
Pass

N/A

REFERENCE #1: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.*
Pass

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$115,461

REFERENCE #1: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

N/A

REFERENCE #1: DATE OF PROJECT COMPLETION
Pass

05/05/2026

REFERENCE #1: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

$0

REFERENCE #2: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Pass

P101496, Mill Shop Conversion

REFERENCE #2: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Pass

Commercial Remodel, Paint/Drywall/Flooring/Cubicles/HVAC/Electrical

REFERENCE #2: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Pass

Chris Martin, 10203 Bonds Flat Rd., La Grange, CA 95329, (209)620-5771

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REFERENCE #2: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Pass

N/A

REFERENCE #2: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Pass

$230,988

REFERENCE #2: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

n/a

REFERENCE #2: DATE OF PROJECT COMPLETION
Pass

04/10/2026

REFERENCE #2: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

$0

REFERENCE #3: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Pass

24-0027, Bakersfield Metal Building

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REFERENCE #3: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Pass

Commercial Metal Building, Rigid Frame Building/Foundation/Insulation/Electrical/Solar/Parking Lot ADA Upgrades

REFERENCE #3: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Pass

Dave Martini, 4730 Armstrong Rd, Bakersfield, CA 93313, (209)523-3002

REFERENCE #3: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Pass

Mozaffari Engineering

REFERENCE #3: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Pass

$800,000

REFERENCE #3: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

N/A

REFERENCE #3: DATE OF PROJECT COMPLETION
Pass

03/24/2026

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

REFERENCE #3: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

$0

REFERENCE #4: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Pass

DMG/WBS Remodel

REFERENCE #4: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Pass

Commercial TI, Flooring/Drywall/Paint/Data/Cubicles/Plumbing/Electrical

REFERENCE #4: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Pass

Justin Manuel, 3800 Finch Rd, Modesto, CA 95357, justinm@donsmobileglass.com

REFERENCE #4: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Pass

N/A

REFERENCE #4: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Pass

$504,985

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REFERENCE #4: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

N/A

REFERENCE #4: DATE OF PROJECT COMPLETION
Pass

04/22/2025

REFERENCE #4: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

$0

6. BOND INFORMATION

You can enter your Bid Bond information in the Surety2000 question below.

OR

You may also submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

DO YOU WANT TO USE SURETY2000 TO SUBMIT YOUR BONDING INFORMATION?*
Pass

If you choose to upload bond forms not using Surety2000, you will need to submit the hard copy originals, prior to the bid due date and time, to engineering at:

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

No

BIDDER'S BOND*
Pass

Please download the documents below, complete, and submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

- BIDDERS_BOND.pdf

Bidders_Bond.pdf

7. OTHER DOCUMENTS AND CERTIFICATIONS

SUBCONTRACTORS*
Pass

Please download the below documents, complete, and upload.

- SUBCONTRACTORS.Update.pdf

Subcontractor_list.pdf

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PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization & Demobilization	1	LS	$23,180.00	$23,180.00
2	Remove Existing Improvements	1	LS	$16,072.00	$16,072.00
3	Repair Animal Enclosures	1	LS	$24,000.00	$24,000.00
4	Replace Kennel Buildings Exterior Doors and Hardware	1	LS	$21,000.00	$21,000.00
5	Replace Animal Control Office Flooring and Wall Base	1	LS	$30,800.00	$30,800.00
6	Replace Animal Control Office Shower	1	LS	$11,000.00	$11,000.00
7	Low Voltage CCTV Camera System	1	LS	$15,000.00	$15,000.00
8	Earthwork	1	LS	$12,178.00	$12,178.00
9	Minor Concrete (Vertical Curb)	17	LF	$471.00	$8,007.00
10	Minor Concrete (Flush Curb)	31	LF	$388.00	$12,028.00
11	Aggregate Base	11	CY	$1,000.00	$11,000.00
12	Hot Mix Asphalt	14	TON	$1,327.00	$18,578.00
13	All other work not included in other base bid items	1	LS	$50,000.00	$50,000.00
TOTAL					$252,843.00

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ADDITIVE BID ALTERNATE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	Automatic Vehicle Gate Operator	1	LS	$21,000.00	$21,000.00
15	Detector Loops	1	LS	$4,000.00	$4,000.00
16	All other work not included in other additive bid alternate items	1	LS	$8,000.00	$8,000.00
TOTAL					$33,000.00

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AFFIDAVIT

The undersigned bidder, being first duly sworn, deposes and says that he/she are the party making the foregoing proposal or bid, that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other person or bidder, to put in a sham bid, or that said other person shall refrain from bidding, and has not in any manner sought by collusion to secure any advantage against the said City or any person interested in said improvement, for him/herself or any other person.

X _____
Signature of Bidder

Jurat (Government Code Section 8202)

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

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me on this 15 day of June, 2026

by Brandon James proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(AFFIX SEAL)

_____
NOTARY PUBLIC SIGNATURE

Shirley Ann Rivera
NOTARY PUBLIC PRINTED NAME

SHIRLEY ANN RIVERA
COMM. # 2519403
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
COMM. EXPIRES MAY 31, 2029

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:
That we California Building Structures, Inc. as
BIDDER, and WESTERN SURETY COMPANY as
SURETY a corporation duly organized under the laws of the State of _ and duly licensed to become sole Surety on bonds required and authorized by the State of California, as SURETY, are held and firmly bound unto the City of Turlock, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Bidder above named, submitted by said Bidder to the City, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum Ten Percent of Amount Bid (10%)

Dollars ($ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the bidder has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Engineering Division, City Hall, 156 S. Broadway Suite 150, Turlock, California, on

15th (day), June (date), 2026, at 2 pm (time).
for **Project No.** CP 25-049 Animal Control Facility Improvements

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

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

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 15th day of June, 20 26.

BIDDER

California Building Structures, Inc. (SEAL)

(Bidder's Name and Corporate Seal)

(Signature)

Brandon James, VP

(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF BIDDER)

SURETY

WESTERN SURETY COMPANY (SEAL)

(Surety's Name and Corporate Seal)

(Signature)

(Print Name and Title)

(ATTACH ACKNOWLEDGMENT OF SURETY'S ATTORNEY-IN-FACT)

NOTE: ATTACH CERTIFIED COPY OF POWER OF ATTORNEY

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Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67915829

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint C. Bendt

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: California Building Structures, Inc.

Obligee: City of Turlock Engineering Division

Amount: $1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67915829 is not issued on or before midnight of September 13th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 15th day of June, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

STATE OF SOUTH DAKOTA } ss
COUNTY OF MINNEHAHA }

On this 15th day of June, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 15th day of June, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F5306-5-2023

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ACKNOWLEDGMENT OF SURETY
(Corporate Officer)

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 15th day of June, 2026, before me, a Notary Public in and for said County, personally appeared C. Bendt, Assistant Secretary personally known to me, who being by me duly sworn, did say that he/she is the aforesaid officer of WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed on behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be the voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My commission expires:

J. GORDON
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires May 27, 2029

J. Gordon
Notary Public

Form F11692-11-2020

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☒ **Acknowledgment of Principal**

☐ **Acknowledgment of Surety (Attorney-in-Fact)**

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

STATE OF California)
COUNTY OF Stanislaus) ss

On 6/15/2026 (date) before me, Shirley Ann Rivera, Notary Public (here insert name and title of the officer),

personally appeared Brandon James (name(s) of signer(s)),

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

SHIRLEY ANN RIVERA
COMM. # 2519403
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
COMM. EXPIRES MAY 31, 2029

(The balance of this page is intentionally left blank.)

SUBCONTRACTORS

Prime Contractor: California Building Structures DIR NUMBER: 1000435249

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

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

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
Hensley Asphalt	B28289	1000000913	PO Box 449 Hickman, CA 95323	Paving/Asphalt 90%
Automatic Gate Operations	101752	1000059460	1039 Montclaire Dr. Suite B Ceres, CA 95307	Alternate Gate Improvements 80%
Shelton Lee Flooring Specialties Inc.	277185	1000005265	5170 Pentecost Dr. Ste. 1 Modesto, CA 95356	Flooring 70%

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Exhibit B

EXHIBIT B PAYMENT BY FORCE ACCOUNT

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EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

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

1. Employer payment to the worker for:

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

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

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

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

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

(a) Home office overhead

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

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

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

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

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

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

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

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

   1.1 During that period
   1.2 In the quantities used

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

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

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

3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

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

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

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

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

Equipment rental rates include the cost of:

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

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

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

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

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

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

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

2. To load and unload equipment

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

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

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

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

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

2. To load and unload equipment

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

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

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

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

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

Exhibit C

EXHIBIT C WORKERS' COMPENSATION INSURANCE CERTIFICATION

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

EXHIBIT C

WORKERS' COMPENSATION INSURANCE CERTIFICATION

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

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

Signed: _____ Date: _____

_____

(Typed or Printed Name)

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

_____

_____

_____

Business Phone: ( ) _____

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

Exhibit D

D - EXHIBIT D PERFORMANCE BOND

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

EXHIBIT D
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock,** State of California, has awarded to California Building Structures Inc, hereinafter designated as the "Principal," a contract for **Project No. 25-049, "Animal Control Facility Improvements";** and,

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

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

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

Exhibit E

E - EXHIBIT_E_PAYMENT_BOND

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to California Building Structures Inc, hereinafter designated as the "Principal", a contract for **Project No. 25-049, "Animal Control Facility Improvements"**; and

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

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

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

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

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

[*Signatures on Following Page*]

Docusign Envelope ID: 0C0BB511-9C6F-8D53-8353-34D734205354

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 14, 2026

From:	Bill Morris, City Engineer
Prepared by:	Carrie Braley, Staff Services Analyst
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Final Map and Subdivision Improvement Agreement with TORRE REICH CONSTRUCTION, INC., conditioned upon construction of improvements for the ATHERTON ESTATES subdivision (VTSM 2025-01, Development Project No. 25-054), developed by TORRE REICH CONSTRUCTION, INC.

2. NARRATIVE:

The ATHERTON ESTATES subdivision includes subdividing 11.27 acres into 22 residential lots that will be developed generally in accordance with standards established for the Very Low Density Residential (R-E) zoning district as established in the East Tuolumne Master Plan. The ATHERTON ESTATES subdivision is located at 3130 E. Tuolumne Road (APN 073-016-011). The Planning Commission originally approved the vesting tentative subdivision map after holding a public hearing on May 1, 2025, contingent upon obtaining City Council approval of Rezone 2025-01(PD 285), which Council approved June 10, 2025. The resolutions are attached to this staff report (Attachments “1” & “2”).

The division of land for development is subject to the requirements and procedures in the California Map Act. The division of land into four (4) or less parcels is executed through the parcel map process. The division of land into five (5) or more parcels is executed through the subdivision map process. Since the ATHERTON ESTATES subdivision is a division of an existing parcel into 22 residential parcels, the division of land for this development will follow the subdivision map process.

Developments using the parcel map process are allowed to defer necessary improvements by placing a statement on the final map. Developments using the subdivision map process, however, must either install the improvements prior to recordation of the final map or execute an agreement to install the improvements within a specified amount of time. In an effort to expedite the recordation of the final map, the developers of the ATHERTON ESTATES subdivision have chosen to execute an agreement to install the improvements. This agreement, otherwise known as a Subdivision Improvement Agreement, allows the developer to move forward with the development project while ensuring the construction of the infrastructure improvements within a specified timeframe.

The Subdivision Map Act provides the City with means to allow developers to subdivide parcels and to promote development. Final maps convert a tentative subdivision map from a conceptual approval by the City’s Planning Commission into a legal subdivision of land, and they locate precisely the land being subdivided and how that land is to be subdivided. The recordation of the final map is consistent with the policy goals of the City. The final map and agreement conditioned upon construction of improvements for the ATHERTON ESTATES subdivision, when executed, will ensure that the development installs the required

improvements.

Pursuant to Section 66462 of the Subdivision Map Act, the City Council may require the subdivider to enter into a subdivision improvement agreement if the improvements conditioned to the subdivision have not been completed and accepted prior to the approval of the final map.Pursuant to Section 66458 of the Subdivision Map Act and Turlock Municipal Code 11-5-601, the City Council has the authority to approve all final maps.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No direct impact. The subdivision is a private development and paid for by the developer, TORRE REICH CONSTRUCTION, INC. The subdivision, as a condition of development, will join the Community Facilities District #3 (maintenance services) to pay for the maintenance of the public infrastructure created by this development.

4. ENVIRONMENTAL DETERMINATION:

On June 10, 2025, the City Council adopted a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring and Reporting Program.

5. ALTERNATIVES:

A. Council could choose to reject the Subdivision Improvement Agreement. Staff does not recommend this action as the developer has agreed to the terms and conditions of the agreement, and the agreement complies with the requirements and conditions of the vesting tentative subdivision map.

B. Council could choose to disapprove the final map. Staff does not recommend this alternative as the final map complies with the requirements and conditions of the vesting tentative subdivision map and is required to be approved and recorded prior to the issuance of building permits.

6. ATTACHMENTS:

1. VTSM 2025-01, Reso 2025-12 Recorded
2. COA Reso 2025-123 Recorded
3. SM 25-03 ATHERTON ESTATES SIA
4. SM 25-03 ATHERTON ESTATES - Exhibit 'A'

Filing Requested By:

City of Turlock
Development Services
Planning Division
156 S. Broadway, Suite 120
Turlock, CA 95380-5456

When Filed Mail To:

Same as above

EXEMPT FROM FEE PER GOVERNMENT CODE §6103

Stanislaus County Recorder
Donna Linder, County Clerk-Recorder
DOC - 2025-0035721
Wednesday, July 23, 2025 10:46:10
Customer: Public
Total Paid: No Fee **Receipt #: 2025292103**
IAC / CR-D2Z7Z84 / 1-13

SPACE ABOVE THIS LINE FOR CLERK'S USE ONLY

RESOLUTION NO. 2025-12

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF TURLOCK APPROVING VESTING TENTATIVE SUBDIVISION MAP 2025-01 (Atherton Estates)

PROPERTY OWNER: Scott Atherton
3130 East Tuolumne Road
Turlock, CA 95380

APPLICANT: Torre Reich Construction Inc.
219 N. Broadway
Turlock, CA 95380

SITE ADDRESS: 3130 East Tuolumne Road

APN: 073-016-007

WHEREAS, the Planning Commission of the City of Turlock, has considered said application proposing a 22-lot residential subdivision on approximately 11.42 acres; and

WHEREAS, Planned Development 285 would allow for deviations in the minimum lot dimensions and setbacks; and

WHEREAS, the project will be developed generally in accordance with standards established for the Very Low Density Residential (R-E) zoning district as established in the East Tuolumne Master Plan; and

WHEREAS, the property affected by this Resolution is described as Stanislaus County Assessor Parcel No. 073-016-007; and,

WHEREAS, after public hearing held on May 1, 2025, the Planning Commission found and determined as follows:

Section 1. The Planning Commission adopts a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring Program, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
   a. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
   b. There is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. That Vesting Tentative Subdivision Map No 2025-01 (Atherton Estates) would be permissible subject to the following findings:

1. The proposed subdivision is in conformance with the General Plan and the East Tuolumne Master Plan.
2. That the design and improvements are consistent with the General Plan and East Tuolumne Master Plan.
3. That the site is physically suited for the type of proposed development.
4. That the site is physically suitable for the potential density of the proposed development.

5. That the proposed subdivision or associated improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. That the design of the project or the types of improvements will not cause public health problems.
7. That the discharge of waste from the proposed subdivision into the Turlock Treatment Facility will not violate existing requirements prescribed by the California Regional Water Quality Control Board.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Turlock finds Vesting Tentative Subdivision Map 2025-01 (Atherton Estates) is hereby approved with a 6' reduction from the Master Plan standards for the right of way width on Waring Road and subject to compliance with all applicable codes and ordinances and the mitigation monitoring program, and subject to the terms and conditions set forth below. All conditions listed below shall be complied with prior to issuance of Certificate of Occupancy, or equivalent, unless otherwise stipulated:

Planning Commission

1. The right of way width along Waring Road shall be reduced by 6' from the Master Plan Standard, reducing the half width of Waring Road to 30'.

Planning Division (668-5640)

1. Approval of Vesting Tentative Subdivision Map 2025-01 is contingent upon obtaining City Council approval of Rezone 2025-01 authorizing the zoning change of 3130 E Tuolumne Road, Stanislaus County APN 073-016-007, from Very Low Density Residential (RE), to Planned Development 285 (PD 285). All conditions of approval of Planned Development No. 285 are hereby made conditions of approval for Vesting Tentative Subdivision Map 2025-01 and are hereby incorporated by reference.
2. Minor amendments to the site layout, building design, and other conditions contained within this approval may be authorized by the Development Services Director on a case-by-case basis, provided that such amendments are consistent with the overall intent and purpose of the conditions contained herein.
3. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Vesting Tentative Subdivision Map 2025-01, Rezone 2025-01 and Planned Development 285 and are hereby incorporated by reference.
4. This approval authorizes the subdivision of approximately 11.42 acres of land into 22 residential lots and one remainder. The subdivision shall generally conform to the standards of the Very Low Density (R-E) zoning district, except as amended by the terms of Planned Development 285.
5. The subdivision shall be developed in accordance with the vesting tentative subdivision map, submitted as part of the application for this project, except as may be amended herein.
6. Individual house addresses will be assigned by the Planning Division pursuant to TMC §8-400ART.

7. Exterior mechanical equipment, except solar collectors affixed to the roof and residential utility meters, shall be screened from public view on all sides. Equipment to be screened includes, but is not limited to, heating, air conditioning, refrigeration equipment, plumbing lines, duct work, and transformers. Satellite dish antennas and microwave equipment shall be screened in accordance with TMC §9-2-101, Accessory Buildings or Structures.

8. Plans for the development of typical front yard landscaping to be installed by the developer shall be submitted to the Planning Division for review and approval prior to the issuance of any building permit. The subdivision shall comply with the Water Efficient Landscape Ordinance (TMC § 9-2-109).

9. All trash cans shall be stored behind the backyard fencing with the exception of trash collection day.

10. All off-premise subdivision directory/sales signs proposed in conjunction with the project shall obtain a separate City of Turlock sign permit and comply with the sign criteria and standards established in the Turlock Municipal Code. Note: snipe signs (i.e. signs of a temporary nature advertising a specific event or product and which are illegally posted to trees, posts, poles, stakes, fences or similar support structures) are expressly prohibited.

11. The developer must comply with the requirements established in TMC § 9-2-120 (Underground Utilities).

12. To adequately fund the ongoing provision of public services (including but not limited to police, fire, and public maintenance), the subject property shall be included in a (Mello Roos) Community Facilities District to fund a Services Mitigation Fee. A final subdivision map shall not be recorded until the subject property has been annexed to the Community Facilities District. Pursuant to City Council Resolution 2004-31, annexation to the proposed Communities Facilities District is required to mitigate the project's impacts upon police, fire and public maintenance operations.

13. If there are model homes for the subdivision the developer shall comply with Section 9-2-109(12) of the City of Turlock Municipal Code.

14. The approval of this vesting tentative map approval shall expire in thirty-six (36) months unless extended in accordance with Article 4 of Turlock Municipal Code Chapter 11-5 or otherwise authorized under State Law pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.).

15. All homes shall be designed consistent with the standards contained in Section 2.5 of the General Plan. House plans will be reviewed and approved by the Planning Division staff prior to application for a building permit to ensure that the proposed house designs comply with the design standards of the General Plan and the City's adopted Design Guidelines and the East Tuolumne Master Plan.

16. In the event the city determines that it is necessary to take legal action to enforce any of the provisions of these conditions, and such legal action is taken, the applicant shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with applicant to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails on every issue in the enforcement proceeding.

17. The developer shall pay all City of Turlock city wide and specific plan development impact fees prior to issuance of the building permit.
18. All lighting shall be designed to confine light spread within the site boundaries. Lighting shall not become a source of glare for adjoining residential properties.
19. Lighting shall be oriented to minimize impacts upon nearby residences.
20. Sources of high illumination shall be separated from light-sensitive receptors.
21. The applicant shall comply with all applicable federal, State, and local laws and regulations related to the protection and preservation of endangered and/or threatened species through consultations with appropriate agencies.
22. In accordance with State Law, if any historical resources are found during construction, work is to stop, and the City of Turlock and a qualified professional are to be consulted to determine the importance and appropriate treatment of the find. If it is determined to be historically or culturally significant, appropriate mitigation measures to protect and preserve the resources shall be formulated and implemented.
23. If previously unrecorded archaeological resources, as defined by State Law are discovered, construction activities shall be suspended and a qualified archaeologist shall be called to evaluate the find and to recommend proper action.
24. The project shall comply with the current California Building Code (CBC) requirements for Seismic Zone 3, which stipulates building structural material and reinforcement.
25. The project shall comply with California Health and Safety Code Section 19100 et seq. (Earthquake Protection Law), which requires that buildings be designed to resist stresses produced by natural forces caused earthquakes and wind.
26. The project shall comply with the California Building Code (CBC), Chapter 70, regulating grading activities including drainage and erosion control.
27. The discharge of oil, gasoline, diesel fuel, or any other petroleum derivative, or any toxic chemical or hazardous waste is prohibited.
28. Materials and equipment shall be stored so as to ensure that spills or leaks cannot enter storm drains, or the drainage ditches or detention basins.
29. A spill prevention and cleanup plan shall be implemented.
30. Staging areas for heavy equipment shall be located as far from residences as possible.
31. All unnecessary idling of internal combustion engines shall be prohibited.
32. A right to farm notice shall be recorded.

Engineering Division (668-5520)

1. In the event that multiple final maps are filed, the City of Turlock reserves the right to impose reasonable conditions relating to the filing of multiple Final Maps.

2. The Final Map shall be based upon and tied to a minimum of two (2) monuments on our grid system. The City of Turlock's grid system was established on Volume 20 of Surveys, at Page 56, Stanislaus County Records (20-S-56).

3. Upon approval of the Vesting Tentative Subdivision Map, the Developer shall provide the following items as the submission of the Final Map:

    a. Payment of Final Map review fees
    b. Final Map (Subdivision Map), all sheets. Three (3) copies signed and stamped.
    c. Current Title Report and any pertinent items shown in Report.
    d. Current Deed of Parcel being subdivided.
    e. All references shown on the Map. (include the reference Maps, Deeds, etc.)
    f. Lot Closure Calculations.
    g. Conditions of Approval.
    h. A thumb drive with PDF copies of all documents in items (b) through (g). Map PDFs shall be created with the software of origin (i.e. AutoCAD Civil 3D) not by scanning a printed copy.

4. The City of Turlock standard improvements necessary for fire and safety purposes shall be installed and accepted by the Fire Department prior to the issuance of any Building Permit.

5. Construction of the required improvements may be deferred until after recording of the subdivision map provided that a subdivision agreement has been executed, bonds and insurance certificates filed, and all fees paid.

6. Road Dedications: Per the East Tuolumne Master Plan (ETMP)

    a. E. Tuolumne Road: Developer shall dedicate 11 feet of additional right-of-way to obtain 72 feet total width. (Figure 2-6 ETMP)

    b. N. Waring Road: Developer shall dedicate 10 feet of additional right-of-way to obtain 30 feet half-width. (Figure 2-2 EMTP)

    c. Local Street: 56 feet width. (Figure 2-9 EMTP)

7. Public Utility Easements (PUEs) Dedications:

    a. E. Tuolumne Road: 10 feet behind right-of-way. (Figure 2-6 ETMP)

    b. N. Waring Road: 10 feet behind right-of-way.

    c. Interior Local Streets: 10 feet behind right-of-way.

8. Restricted access is required to be shown and recorded on the subdivision map along the lots abutting Waring Road right-of-way.

9. Developer shall designate "NO PARKING" for the entire frontage of the property along the Waring Road frontage.

10. Developer shall execute all utility easements and easement abandonments necessary to relocate all existing utility easements as required by utility providers.

11. The developer shall pay all citywide development impact fees, adjusted by the Engineering News Record Index, prior to issuance of the building permit or recordation of a Final Map as directed by the City Engineer.

12. Developer shall provide written consent to join the (Mello Roos) Community Facilities District No. 3 (CFD 3) to finance the repair and maintenance costs associated to streets, street lights, storm drainage facilities, landscaping, and other public facilities that directly benefit residents within the area to be developed.

13. Developer shall submit on-site and off-site (Non-structural) improvement plans to the **Engineering Division** for review and approval. Please submit an improvement plan application along with the current plan check fee, five (5) sets of civil improvement plans including erosion control and landscape plans, an erosion and sediment control plan (ESCP) worksheet, one (1) copy of the geotechnical soils report including pavement R-values and percolation testing, and one (1) copy of the land use permit. Landscape plans shall meet the requirements of the Model Water Efficient Landscape Ordinance (MWELO). All projects disturbing more than one acre of land must apply for a Notice of Intent with the State of California Water Quality Control Board. The W.D.I.D. number, which is provided by the State, must be provided prior to grading permit issuance.

14. Developer shall procure a grading permit from the **Engineering Division** for all on-site (Non-Structural) work prior to issuance of any building permits. Upon approval of the on-site Improvement plans, please submit a grading permit application and a cost estimate for all on-site (Non- Structural) work.

15. Developer shall procure an encroachment permit from the **Engineering Division** for all off-site work done within existing City of Turlock right-of-way, proposed right-of-way and within any easements prior to the issuance of any building permits. Upon approval of the off-site improvement plans, please submit an encroachment permit application, a cost estimate or for all off-site work, liability insurance as detailed in the encroachment permit application listing the City of Turlock as additional insured and an improvement security equal to 110% of the valuation of the work in the form of a bond, letter of credit, cash or check.

16. Developer shall install city owned and maintained facilities in accordance with the City of Turlock Standard Specifications and Drawings and shall make all necessary roadway dedications.

17. Developer shall provide full frontage improvements, including paveouts, curb and gutter, sidewalk, bus stop improvements, curb returns, access ramps, fire hydrants, street lights, signs, striping, landscaping, and any other necessary improvement along all street frontages. In addition, Developer shall install one fire hydrant and one street light at all street intersections along the frontage of the development.

18. Developer shall remove any unused driveway approaches and place City Standard curb and gutter, sidewalk, and landscaping.

19. Developer shall remove and replace curb returns and pedestrian push buttons that do not meet the current ADA standards.

20. Bus stop improvements, if required, shall include a concrete pad behind the sidewalk, bus shelter, bench, and trash can. Location of the bus stop shall be coordinated with the Transit Department.

21. Developer shall remove and replace any existing curb and gutter, sidewalk, driveway approaches, curb ramps, streetlights, and roadway improvements along the street frontages in accordance with City of Turlock Standard Specifications and Drawings if, in the City Engineers opinion, the existing improvements do not meet current City Standards, accessibility standards, or are in poor/damaged condition.

22. The City Engineer reserves the right to require full roadway reconstruction or a 2" asphalt overlay from curb to curb on the road frontages if, in the City Engineer's opinion, the road is in poor condition, the integrity of the roadway has been compromised by utility cuts (3 or more), or construction practices. Asphalt oil shall be PG 64-10.

23. Developer shall submit on-site landscape and irrigation plans for review and approval.

24. Side yard fences, walls, signs, and trees shall be back of the 30 feet from street corners and 15 feet from driveways, or as directed by the City Engineer, per City Code requirements and City Standard Drawing ST-13 "Clear Vision Triangle".

25. Developer shall install all necessary traffic signage and striping modifications to the road frontages as required by the City Engineer and the current California MUTCD.

26. Sewer, water, and fire services that will not be utilized for the developed area shall be abandoned in accordance with the requirements of Municipal Services.

27. Separate utilities shall be required for each lot.

28. Existing overhead utilities shall be underground along the road frontages of the property per City of Turlock Municipal Code. Developer shall coordinate the relocation with the utility companies.

29. Developer shall repave all trenching in existing right-of-way per the current City Standards, including 2019 Errata 1, and pay applicable trench restoration fees in accordance with Section 7-4-203 of the City of Turlock Municipal Code.

30. The developer shall provide a Low Impact Development (LID) design for all added and/or reconstructed impervious surfaces that includes measures for site design, sources control, runoff reduction, storm water treatment and baseline hydromodification management as defined in the Phase II MS4 General Permit in order to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.

31. The developer shall implement source control measures consistent with

recommendations from the CASQA Stormwater BMP Handbook for New Development and Redevelopment for the pollutant generating activities listed in Section E.12.d of the Phase II MS4 General Permit.

32. The Developer shall incorporate all post construction BMPs necessary to comply with the Phase II MS4 General Permit issued by the State Water Resources Control Board to the City of Turlock.

33. The Developer shall execute an Operations and Maintenance Agreement with the City of Turlock for all post construction best management practices (BMPs) associated with the development prior to issuance of a building permit.

34. Prior to improvement plan approval, a detailed hydrology/drainage study will be required to be submitted to the City Engineer for review and approval. The study shall be prepared by a registered Civil Engineer and shall include existing and proposed conditions.

35. Developer shall design the storm drain system to handle 3 inch of storm rainfall (100-year storm event). Provide storm drain calculations and a soils report with a minimum of 3 percolation tests within the basin area.

36. All lots shall be graded to drain towards the public street with no cross-lot drainage allowed. If the grade differential between lots or surrounding ground is 1 foot or greater, a concrete retaining wall shall be required per the City of Turlock Standards. If the grade differential between lots or surrounding ground is between 1/2 foot and 1 foot, the developer shall use a wood type retaining wall/fence depending on the individual situation, to be approved by the City Engineer as part of the subdivision improvement plans.

37. All building pads shall be 1/2 foot higher than the nearest flow-line high point. This condition may be waived by the City Engineer if upon review of the hydrology study he deems it is not necessary.

38. Each lot will have access to a water and sewer service prior to the issuance of any Building Permits as reasonably approved by the City Engineer and Fire Marshall.

39. Developer shall install street trees spaced 30'-35' apart along the road frontages per the City Standard Specifications and Drawings.

40. If Bentley Drive is not to be extended through this subdivision, then the dead-end street shall be modified with the installation of barricades and landscaping area. Existing utility stubs shall be modified per Municipal Services specifications.

41. If any survey monuments will be at risk during construction activities, the City of Turlock will require that there is an individual in responsible charge of the Land Surveying activities within the bounds of proposed development as follows:

    - **Acknowledgement of Monument Responsibility Certificate** signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to

issuance of the grading and/or encroachment permit.

- **Acknowledgement of Monument Preservation Certificate** signed and sealed by a Licensed Land Surveyor or a Professional Engineer authorized to perform Land Surveying in the State of California, will be required prior to final sign acceptance of the grading and/or encroachment permit.

Parks, Recreation & Public Facilities Maintenance (668-5594)

33. Street trees shall be installed in accordance with City of Turlock standards (TMC 7-7-500) and 9-2-109) and the East Tuolumne Master Plan. The variety of street tree to be installed is Chinese Pistache "Keith Davey". Any variation from the above listed street tree requirement must first be approved by the City of Turlock Parks, Recreation and Public Facilities Maintenance Department. The property owner or developer shall contact this department at (209) 668-5594 for review of tree layout and inspection prior to installation of street trees.

Building & Safety Division (668-5560)

1. Master Plans shall be submitted to the Building Division for review. Master Plans shall be submitted electronically. Contact the Building & Safety Division for information regarding master plan submittal.
2. The project shall comply with all current applicable codes in effect at the time of building permit application.
3. A building permit is required for any structure associated with the project.
4. Plans must be submitted electronically. Plans shall be prepared by a licensed California design professional.
5. Additional requirements may be applicable upon review of the submitted building plans.
6. Energy compliance documents required. Documents to be part of the plan set. HERS testing will be required.
7. PV required by California Building Code is to be part of the plan set, not by separate permits or deferred submittal.

Fire Services (668-5580)

1. The project shall comply with the current California Fire Code, National Fire Code (NFPA), California Mechanical Code, and the Turlock Municipal Code in effect at the time of building permit application. Additional requirements may be applicable upon Fire Dept. review of building plans.
2. Before vertical construction begins: 1) Onsite fire hydrant shall be in service; 2) Blue hydrant markers shall be in street; 3) Asphalt of concrete fire access roadway shall be installed; 4) Temporary address signage shall be clearly visible from the primary roadway.
3. Buildings or structures shall have an approved asphalt or concrete fire access road installed and accepted prior to final inspection.

4. Address numerals shall be a minimum of 4" tall with ¾" stroke, contrast with background, be clearly visible from the primary roadway and be illuminated either internally or externally between dusk and dawn daily. TMC 4-3-204(g)

5. On-site fire hydrant may be required. Location and number to be determine at civil plan review.

6. Electrical disconnect shall be accessible from the exterior of the building or in a secure electrical room that opens directly to the outside. Disconnect or electrical room will be identified with an approved all weather sign.

7. Fire lane requirements shall be met. Fire lanes shall be painted throughout project.

8. Gates require knox switch and Opticom sensor for electrical gates knox lock for manual gates.

Municipal Services

1. Prior to issuance of a building permit, water and sewer utilities shall be reviewed and approved by Municipal Services (668-5590).

Turlock Irrigation District (Irrigation System 883-8367, Electric Utility 883-8659)

1. There is an existing 36- inch cast in place privately owned pipeline that enters the subject parcel from the north and approximately 150-feet from the east property boundary. The pipeline then comes under the ownership of Improvement District (ID) 1442 and turns west for approximately 240 feet before it turns to the south along the west property boundary for approximately 960 feet and until just before the south property boundary. All portions of the pipeline include various irrigation facilities, such as valves and vents. If additional facilities are found during construction, please contact the District.

2. Based on the site plan provided, the developer shall be responsible for the following:

    a. Removal of the pipeline, valves, vents, etc. for the private pipeline entering the project from the north. This pipeline shall be sealed at a suitable location at the north project boundary per District standards and specifications.

    b. Removal of the pipeline, valves, vents, etc. for the approximately 240-foot ID pipeline.

    c. The Balisha Ranch Development to the west of the subject parcel was previously conditioned for removal of the pipeline, valves, vents, etc. for the approximately 960-foot ID pipeline along the west property boundary.

    d. Abandonment of irrigation easements that will no longer be required after the removal of existing irrigation facilities.

3. The subject parcel is a member of IDs 245, 347A, and 1442. District standards require that properties that will no longer irrigate or have direct access to water must apply for abandonment of the parcel from the improvement districts.

4. The District shall review and approve all maps and plans of the project. Any improvements to this property which impact irrigation facilities shall be subject to the District's approval and meet all District standards and specifications. The applicant will need to provide irrigation improvement plans and enter into an Irrigation Improvements Agreement for the required irrigation facility modifications. There is a

District Board approved time and material fee associated with this review.

5. Work on irrigation facilities can only be performed during the non-irrigation season which typically runs from November 1 through March 1, but can vary.

6. The District has previously designed for future underground primary conduits stubbed from the Balisha Ranch development to the west to feed any future development of the subject parcel. The development parcel shall tie into the conduit from the Balisha Ranch development located at Castleview Drive. The developer shall contact the District's Electrical Engineering Department to create an application for a new electrical service, which will require the submittal and approval of development plans.

7. A 10-foot Public Utility Easement shall be dedicated along all street frontages.

8. The owner/developer must apply for a facility change for any pole or electrical facility relocation. Facility changes are performed at developer's expense.

9. The front building setback is to be a minimum of 15-feet from the property line and a minimum of 15-feet from the back-of-sidewalk to enable the safe placement of utilities.

San Joaquin Valley Air Pollution Control District

1. The applicant shall comply with all applicable Air Pollution Control District Rules and regulations.

Central Valley Regional Water Quality Control Board (916-464-4684)

1. The project will be required to comply with the Regional Water Control Boards regulations and standards to maintain and improve groundwater and surface water quality.

Department of Toxic Substances Control

1. When agricultural crops and/or land uses are proposed or rezoned for residential use, a number of contaminants of concern (COCs) can be present. If present OCPs requiring further analysis are dichloro-diphenyl-trichloroethane, toxaphene, and dieldrin. Additionally, any level of arsenic present would require further analysis and sampling and must meet HHRA note number 3, DTSC-SLs approved local area baselines or thresholds. If they are not remedial action must take place to mitigate them below those thresholds. Additional COCs may be found in mixing/loading/storage areas, drainage ditches, farmhouses, or any other outbuildings and should be sampled and analyzed. If smudge pots had been routinely utilized, additional sampling for Polycyclic Aromatic Hydrocarbons and or Total Petroleum Hydrocarbons may be required.

2. DTSC recommends that all imported soil and fill material should be tested to assess any contaminants of concern meet screening levels as outlined in DTSC's Preliminary Endangerment Assessment Guidance Manual. Additionally, DTSC advises referencing the DTSC Information Advisory Clean Imported Fill Material Fact Sheet if importing fill is necessary. To minimize the possibility of introducing contaminated soil and fill material and if applicable, sampling be conducted to

ensure that the imported soil and fill material are suitable for the intended land use. The soil sampling should include analysis based on the source of the fill and knowledge or prior land use. Additional information can be found by visiting DTSC's Human and Ecological Risk Office HERO webpage.

Section 3. The establishment of Vesting Tentative Subdivision Map No. 2025-01 requires compliance with the conditions of approval, which shall be binding on all heirs, assignees, and successors in interest of said property.

Section 4. The Development Services Director, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted by the Planning Commission of the City of Turlock at a regular meeting of said Planning Commission held on the 1st day of May, 2025, by the following roll call vote:

AYES: Reese, Souza, Tribble, Reape, Deol

NOES: Anderson

ABSTAINED: None

ABSENT: Davis

ATTEST: Katie Quintero

KATIE QUINTERO
PLANNING MANAGER &
SECRETARY OF THE TURLOCK PLANNING COMMISSION
CITY OF TURLOCK

WITTNESS: Joanne Foster

JOANNE FOSTER
ASSISTANT PLANNER, CITY OF TURLOCK

Filing Requested By:
City of Turlock
Planning Division
156 S. Broadway, Suite 120
Turlock, CA 95380-5456

When Filed Mail To:
Same as above

Stanislaus County Recorder
Donna Linder, County Clerk-Recorder
DOC - 2025-0035720
Wednesday, July 23, 2025 10:46:10
Customer: Public
Total Paid: No Fee **Receipt #: 2025292103**
IAC / CR-D2Z7Z84 / 1-6

EXEMPT FROM FEE PER GOVERNMENT CODE §6103

SPACE ABOVE THIS LINE RESERVED FOR CLERK'S USE ONLY

TITLE OF DOCUMENT

RESOLUTION NO. 2025-123

IN THE MATTER OF ESTABLISHING CONDITIONS OF APPROVAL FOR PLANNED DEVELOPMENT 285 AT 3130 E. TUOLUMNE ROAD, STANISLAUS COUNTY APN 073-016-007 (ATHERTON ESTATES)

IC

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING CONDITIONS OF APPROVAL FOR PLANNED DEVELOPMENT 285 AT 3130 E. TUOLUMNE ROAD, STANISLAUS COUNTY APN 073-016-007 (ATHERTON ESTATES)	**RESOLUTION NO. 2025-123**

WHEREAS, Torre Reich Construction Inc is requesting to rezone one approximately 11.42-acre property located at, 3130 East Tuolumne Road, Stanislaus County APN 073-016-007, from Residential Estate (RE), to Planned Development 285 (PD 285); and

WHEREAS, the Planned Development would allow for deviations from the minimum lot dimensions, roadway standards and setback standards for the Residential Estate zoning district; and

WHEREAS, development will consist of subdividing the parcels into 22 single-family lots, one remainder and a drainage basin, generally consistent with the RE standards contained in the East Tuolumne Master Plan; and

WHEREAS, the property affected by this Resolution is 3130 East Tuolumne Road, Stanislaus County APN 073-016-007; and

WHEREAS, said applications have been studied by City Staff and recommendations made to the Planning Commission; and

WHEREAS, the Planning Commission considered the request on May 1, 2025, and recommended that the proposed amendment to the official City of Turlock Zoning Map and establishment of Planned Community Development District No. 285 [PD-285 (Rezone 2025-01)] be authorized by the City Council; and

WHEREAS, on June 10, 2025, the City Council considered the request, the Planning Commission recommendation, and the Environmental Review documentation and testimony and found that Rezone No. 2025-01, and Planned Community Development District No. 285 (PD-285) will not have a significant adverse impact upon the environment and directed that a Notice of Determination for a Mitigated Negative Declaration be filed; and

WHEREAS, the City Council held a public hearing on June 10, 2025, and considered the public testimony before introducing the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code for Rezone 2025-01 (Atherton Estates); and

WHEREAS, a second reading of the ordinance occurred on June 24, 2025 at a

public noticed meeting, the Turlock City Council voted to enact the ordinance amending the zoning map of the City of Turlock, attached to Title 9 of the Turlock Municipal Code for Rezone 2025-01 (PD 285) (Atherton Estates).

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

Section 1. The City Council adopts a Mitigated Negative Declaration of Environmental Effect and Mitigation Monitoring and Reporting Program, having determined that the City of Turlock, as lead agency for the proposed project, has prepared an initial study to make the following findings:

1. Pursuant to CEQA Guidelines Section 15162, the proposed activity is adequately described and is within the scope of the General Plan EIR.
2. All feasible mitigation measures developed in the General Plan EIR have been incorporated into the project.
3. Pursuant to Public Resources Code Sections 21080(c)(2) and 21157.5, the initial study prepared for the proposed project has identified potential new or significant effects that were not adequately analyzed in the General Plan EIR, but feasible mitigation measures have been incorporated to revise the proposed subsequent project to avoid or mitigate the identified effects to a point where clearly no significant effects would occur.
4. There is no substantial evidence before the lead agency that that the subsequent project, as revised, may have a significant effect on the environment.
5. The analyses of cumulative impacts, growth inducing impacts, and irreversible significant effects on the environment contained in the General Plan EIR are adequate for this subsequent project.
6. Pursuant to CEQA Guidelines Section 15093, a Statement of Overriding Considerations was adopted for the General Plan EIR by Turlock City Council Resolution 2012-156. As identified in the Turlock General Plan EIR, development in the project area would result in significant, and unavoidable, impacts in the areas of noise, regional air quality, and the eventual loss of agricultural land. The magnitude of these impacts can be reduced, but not eliminated by the mitigation measures referenced in the initial study prepared for this project and General Plan EIR. Therefore, mitigation measures identified in the General Plan EIR, and its respective Statements of Overriding Considerations (contained in Turlock City Council Resolution No. 2012-156), are adequate to mitigate the impacts from the proposed project where feasible, and are hereby incorporated by reference.
7. Pursuant to Public Resources Code Section 21157.6(a), having reviewed the General Plan EIR, the City of Turlock finds and determines that:
    a. There are no substantial changes that have occurred with respect to the circumstances under which the General Plan EIR was certified, and
    b. There is no new available information which was not and could not have been known at the time the General Plan EIR was certified.

Section 2. That the City Council of the City of Turlock does hereby approve the development of Planned Community Development District No. 285 (PD-285), in accordance with the plan filed as part of the Planning Commission consideration, referred to above, and which is on file in the office of the Turlock Planning Division. The following conditions shall apply, as well as compliance with all applicable codes and ordinances and

shall be complied with prior to issuance of Certificate of Occupancy, or its equivalent, unless otherwise stipulated:

CONDITIONS FOR PLANNED DEVELOPMENT DISTRICT NO. 285 (PD-285)

1. This approval authorizes the rezoning of approximately 11.42-acres located at 3130 East Tuolumne Road, Stanislaus County APN 073-016-007 from Residential Estate as established in the East Tuolumne Master Plan to Planned Development 285 to allow for the development of a 22-lot single family residential subdivision.
2. Minor amendments to the site layout, building design, and other conditions contained within this approval may be authorized by the Development Services Director on a case-by-case basis, provided that such amendments are consistent with the overall intent and purpose of the conditions contained herein.
3. All development on the property shall be subject to the conditions set forth in Vesting Tentative Subdivision Map 2025-01, and all conditions therein.
4. Planned Development 285 authorizes the development of 22 residential lots generally in conformance with the standards of the RE zoning district as contained in the East Tuolumne Master plan and the Turlock Municipal Code § 9-3-200ART, unless otherwise stated herein.
5. The subdivision shall be developed in accordance with the vesting tentative subdivision map submitted as part of the application for this project, except as may be amended herein:
6. Reduction in the 15' wide landscaped area and PUE adjacent to the wall along Waring Road to 10'.
7. Revise the Waring Road detail to a 30' half width Right-of-way with 5' sidewalk, 6' park strip, 5' bike lane, 2' striping buffer, 12' travel lane with no parking allowed. Developer to install no parking signs.
8. Eliminate the 8' wide landscaped center median for the entry roadway into the subdivision on proposed Leslie Lane.

Exceptions to the ETMP Development Standards for lots 1-3 (Fronting Tuolumne)

	ETMP Required Standard	**Lots 1-3 Fronting Tuolumne**
Minimum Lot Width	90'	75'
Setbacks:		
Interior Side		
Porch	10'	5'
Living Space	10'	5'
Garage	10'	5'

Exception to the ETMP Development Standards for all lots:

Setbacks:	ETMP Required	Proposed Standards

	Standard	for all lots
Front:		
Living Space (2nd Story)	30'	25'
Garage	35'	25'
Corner Yard:		
Porch	20'	15'
Living Space (1st Story)	25'	20'
Living Space (2nd Story)	30'	25'
Garage	35'	25'
Rear:		
Living Space	30'	10'

Development Standards for lots **14 through 21 (Along Waring Road)**

	ETMP Required Standard	**Proposed Planned Development**
Rear Yard Setbacks:		
Living Space	45' minimum	40' minimum *

*30% of a lot's width to have a reduced rear setback of 30 feet for either an attached or detached accessory structure or patio. Structures within this area to be single story only.

Lot 22

	ETMP Required Standard	**Proposed Planned Development**
Rear Yard Setbacks:		
Living Space	45' minimum	30' minimum

9. House fences shall maintain the same setbacks established for the homes as indicated in the above table.
10. All mitigation measures contained in the Initial Study prepared for the proposed project are hereby made conditions of approval for Rezone 2025-01 and Planned Development 285.

Section 3. The Director of Development Services, or designee, is hereby directed to record this Resolution at the office of the County Recorder of the County of Stanislaus.

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:	Abram, Monez, Phillips, Bublak	(4)
NOES:	None	(0)
NOT PARTICIPATING:	None	(0)
ABSENT:	Bixel	(1)

ATTEST:

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

WITNESS:

Christina Cabada, City Clerk Trainee
Executive Assistant to the City Manager

No Fee Document Pursuant
To Government Code § 6103

Requested by and return to:

CITY OF TURLOCK
ATTENTION: CITY CLERK
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380-5456

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

CITY OF TURLOCK

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of July, 2026, by and between the **CITY OF TURLOCK**, a California municipal corporation, (hereinafter referred to as "City"), and TORRE REICH CONSTRUCTION, INC., a California corporation (hereinafter referred to as "Developer").

RECITALS

A. Developer has presented to the City a certain Final Map of a proposed subdivision of land located within the corporate limits of the City that has been prepared in accordance with the Subdivision Map Act of the State of California, the subdivision ordinances of the City, and the Tentative Subdivision Map, if any, of the subdivision previously approved by the City Council of the City.

B. The proposed subdivision of land is commonly known and described as ATHERTON ESTATES SUBDIVISION, and is herein referred to as the "Subdivision" or "Project", and the land may be referred to as the "Property."

C. Developer has requested approval of the Final Map prior to the construction and completion of the public improvements (as shown on the Plans, as defined below), including, but not limited to streets, highways, public ways, sidewalks, curbs, gutters, bikeways, storm drainage facilities, sanitary sewer facilities, domestic/reclaimed water facilities, public utility facilities, landscaping, public lighting facilities, park or recreational improvements and appurtenances thereto, in or required by the Subdivision Map Act, the subdivision ordinances of the City, the Tentative Subdivision Map, and Development Agreements, if any, approved by the City. The foregoing improvements are hereinafter referred to as "the required improvements."

D. Section 11-8-101 of the Turlock Municipal Code requires that, prior to the approval by the City Council of the Final Map, Developer shall

execute an improvement agreement with the City to ensure the construction of the required improvements.

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Performance of Work. Developer agrees to furnish, construct, and install at its own expense the required improvements as shown on the Plans of the Subdivision, a copy of which is on file in the office of the City Engineer and is incorporated herein by reference, along with any changes or modifications as may be reasonably required by the City Engineer or the City Engineer's designee (hereinafter "City Engineer") due to errors, omissions, changes in conditions, or changes in facilities. The Plans of the required improvements may be modified by the Developer as the development progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required improvements is **TWO MILLION SIX HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED FORTY-SEVEN AND 00/100 DOLLARS ($2,639,647.00)**.

3. Work: Satisfaction of City Engineer. All of the work on the required improvements is to be done at the locations, with the materials, in the manner, and at the grades as shown on the Plans, and as required by the City's current Standard Specifications and Drawings, applicable City ordinances, and state and federal laws, to the reasonable satisfaction of the City Engineer. The Developer hereby grants access to the development for inspection purposes and agrees to notify the City Engineer in advance of inspections.

4. Injury to Public Improvements, Public Property or Public Utilities Facilities. Developer shall replace or repair, or have replaced or repaired, all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged in the performance of any work under this Agreement. Developer shall bear the entire cost of replacement or repairs of any and all public or private utility property damaged or destroyed in the performance of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction of the City Engineer.

5. Deviation from Standards. If Developer deviates from the approved improvement drawings, specifications or standards, or constructs any of the required improvements in such a manner so as to, in the opinion of the City Engineer, endanger the public safety, City may cause the necessary corrections to be made without notice. In the event such deviations do not, in the opinion of the City Engineer, endanger the public safety, the City Engineer may give Developer written notice of such deviations, and Developer shall correct the deviation in the time prescribed by the City Engineer. In the event of the failure of Developer to make corrections of deviations, whether or not the

public safety is affected, City may cause the necessary corrections to be made and shall be reimbursed by Developer at cost plus 15%. Said amount shall be paid by Developer prior to the acceptance of the required improvements, or may be deducted from any reimbursement due from City to Developer, or may be obtained from the Performance Bond.

6. Work; Time for Commencement and Performance. Developer shall complete, or cause to be completed, the required improvements within twelve (12) months of execution of this Agreement; provided, however, the required improvements shall not be deemed to be completed until accepted in writing by the City. At least fifteen (15) calendar days prior to the commencement of work on the required improvements, the Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

The work shall be performed in a safe and good workmanlike manner, in accordance with normal construction standards for similar jobs. All work must comply with State of California, Division of Industrial Safety Construction Orders.

Except during an emergency, as determined by the City Engineer, all work shall be performed between the hours of 7:00 a.m. and 7:00 p.m. (or 9:00 a.m. and 8:00 p.m. on weekends or holidays) per Turlock Municipal Code Section 5-28-110(g).

7. Time of Essence; Extension.

a. Time is of the essence for this Agreement. The date for completion of the required improvements may not be extended, except as provided in this section.

b. The City Manager is authorized to extend the time within which the required improvements shall be completed for four (4) additional periods not to exceed six (6) months each, in his or her sole discretion, if the City Manager is of the opinion that granting the extension will not be detrimental to the public health, safety, or welfare, or otherwise delay or adversely impact other City-related projects, infrastructure, improvements, or activities. No such extensions shall be made except upon the basis of a written application made by Developer, stating fully the grounds of the application, the facts giving rise to such request including the need for further time, and the requested period of the time extension. In any event, all required improvements must be completed within thirty-six (36) months from the execution of this Agreement. If Developer fails to complete the required improvements within said time, City may complete the work and recover the full cost and expense thereof from Developer.

c. If the construction of the required improvements is delayed without fault of Developer, the time for completion thereof may be extended by City for such time as the City Engineer may deem reasonable.

d. In the event the City extends the time of completion of the required improvements, such extension may be granted without notice by the City to the Developer's surety and shall in no way release any guarantee or security given by the Developer pursuant to this Agreement or relieve or release those providing an

improvement security pursuant to this Agreement. The surety or sureties, if any, in executing the securities shall be deemed to have expressly agreed to any such extension of time.

e. In granting any extension of time, the City may require new or amended improvement security in amounts increased to reflect increases in the costs of constructing the required improvements or impose other conditions to protect its interests and ensure the timely completion of the required improvements.

8. Utility Undergrounding and Relocation Costs. Developer shall assume all costs for utility and cable television undergrounding and/or relocation which is not the responsibility of the cable television, gas, electric, telephone, or other utility company under the terms of the franchises with the City or otherwise imposed upon the utility companies by law.

9. Contract Security. Concurrently with the execution of this Agreement the Developer shall furnish the City with the following improvement security:

a. Performance Bond in the sum of **$2,639,647.00**, which sum is equal to one hundred percent (100%) of the total estimated cost of constructing the required improvements, as determined by the City Engineer.

b. Labor and Materials Bond in the sum of **$1,319823.50**, which sum is equal to fifty percent (50%) of the estimated cost of constructing the required improvements, as determined by the City Engineer, to secure payment to the contractor, subcontractors and to persons furnishing labor, materials, or equipment to them for the construction of the required improvements.

c. Warranty Security in a form determined by the City Engineer and in the sum of **$263,964.70**, which sum is equal to ten percent (10%) of the total estimated cost of constructing the required improvements, as determined by the City Engineer, to guarantee and warrant the required improvements for a period of one (1) year (the "Warranty Security Period") following their completion and acceptance against any defective work or labor done, or defective materials furnished. This Warranty Security shall also secure Developer's obligation to pay all City engineering fees, overhead fees, and City fees incurred during the Warranty Security Period.

d. Developer shall post acceptable security to guarantee the payment of the cost of setting the monuments in the Subdivision. The cost of setting the monuments has been determined by the City Engineer to be **$3,750.00**. Developer shall pay the engineer or surveyor for the cost of setting the monuments within three (3) months from date of notification by the engineer or surveyor that the monuments have been set. If Developer does not pay the engineer or surveyor within three (3) months from date of notification, the City shall pay the engineer or surveyor from the security and refund the difference, if any, to Developer.

e. The estimated total cost of the required improvements includes a ten percent (10%) construction cost contingency, the cost of the installation of survey

monuments in the Subdivision to guarantee and secure the placement of such monuments as provided by Section 66496 of the Government Code of the State of California, and an estimated utility cost in addition to ensure installation of public utilities. In lieu of providing the estimate of total utility costs, the Developer may submit, in a form acceptable to the City Engineer, certification from the utility companies that adequate security has been deposited to ensure installation.

f. In the event the surety or Developer intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Developer shall post acceptable replacement bonds consistent with the foregoing bonding requirements at least ten (10) days prior to expiration of the original bonds. To the extent, if any, that the actual contract price exceeds the approved engineer's cost estimate, Developer shall, upon request of the City, cause the amount of the bond(s) to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City.

g. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

10. Release of Security. Release of securities shall be as follows:

a. Performance Bond: Security given for faithful performance shall be released after the City has finally accepted the work, and provided that security of at least ten percent (10%) of the public improvements cost has been retained or security has been furnished to the City to guarantee and warrant the work for 1-year following the date of such acceptance of the work.

b. Labor and Materials Bond: Security securing the payment to the contractor, the subcontractors of the contractor, and to persons furnishing labor, materials or equipment shall be released sixty (60) days after recording the Notice of Completion provided that the City has finally accepted the work and provided no claims or liens have been filed with the City. If claims of lien have been filed, an amount of security at least equal to the claims shall be retained pending the outcome of the claims.

c. Release of Warranty Bond: The security guaranteeing that the completed work remains satisfactory during the required 1-year warranty period shall be released upon correction, by Developer, of any defects in the work existing at the end of the warranty period.

d. Release of Monument Bond: Monument security shall be released in accordance with the provisions of Section 66497 of the Government Code.

11. Plan Check and Inspection Fees. The Developer shall pay to the City all fees imposed in connection with the checking, filing, and processing of improvement plans and specifications, and the design, construction, and inspection of the required

improvements, including City overhead costs. These fees must be paid in full prior to the City's acceptance of the required improvements and are covered under the bonds of this Agreement. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the Developer from paying such other applicable fees, charges, and/or costs.

12. Facility Fees and Reimbursements. Developer's obligation to pay fees to fund facilities for sewer, water, or storm drainage or other public facilities which benefit the Subdivision, its obligation to pay fees in lieu of land for parks, and its right to receive reimbursement for the cost of certain facilities constructed as part of the required improvements required for the Subdivision are as set forth in Exhibit "A" attached hereto.

13. Insurance. Developer shall not commence work under this Agreement until Developer has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Developer allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Developer 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 Developer, 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: Developer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

b. Workers' Compensation Insurance: Developer shall maintain workers' compensation insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least One Million Dollars ($1,000,000.00) each accident or disease. Developer shall submit to City, along with the certificate of insurance a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

c. Commercial Automobile Liability. Developer shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the equivalent, in the amount of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Developer 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 coverage shall be written for an amount equal to the initial contract amount plus the value of any subsequent change orders. Policy shall be provided for replacement value on an "all-risk" or special causes of loss basis, including earthquake and flood. The City shall be named as Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include coverage for debris removal, and insure the building(s), structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project. The limits shall be sufficient to ensure the full replacement value of any property or equipment stored either on or off the project site or in transit. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. The policy shall allow for and include a waiver of subrogation endorsement in favor of the Insureds.

e. Contractors Pollution Insurance: Not required for this project.

f. Professional Liability Insurance and Subconsultants and Subcontractors: Developer shall ensure its Subconsultant(s) providing professional services under this Agreement maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the amount of no less than Two Million Dollars ($2,000,000.00) per claim and in the aggregate or greater if appropriate for the Professional's profession. Developer must enter into a written and executed contract agreement with each of its subconsultants and subcontractors. The contract agreement must contain defense, indemnification and hold harmless provisions in favor of the City. The contract agreement shall also cause the subconsultants and subcontractors to comply with the insurance requirements required of the Developer. Developer shall obtain certificates of insurance and all required endorsements from each of its subconsultants and subcontractors and provide a copy to City upon request.

g. Umbrella or Excess Policy. Developer may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying policies of insurance. No insurance coverage or policies maintained by the City ("Additional Insured"), whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Developer'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, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Developer shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

i. 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 Developer, 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 Developer'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, Developer's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Developer'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 Developer 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.

j. 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.

k. Verification of Coverage: Developer 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 Developer's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

l. Waiver of Subrogation: With the exception of professional liability, Developer hereby agrees to waive subrogation which any insurer of Developer may acquire from Developer by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Developer, its agents, employees, independent contractors and subcontractors. Developer shall provide written proof of

waiver of subrogation in the Certificate of Insurance. Additionally, Developer agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation.

m. Subcontractors: Developer 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.

n. Securities: Developer shall provide a Performance Bond or Letter of Credit and a Payment Bond or Letter of Credit.

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

Indemnity for other than Professional Services: Other than in the performance of professional services and to the full extent permitted by law, Developer 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 Developer or by any individual or agency for which Developer is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Developer.

15. Indemnity and Hold Harmless. Developer shall protect, indemnify, hold harmless, and defend in any actions of law or in equity, the City and any and all of its elective and appointive boards, officers, officials, agents, employees or volunteers from and against any and all actions, judgments, penalties, claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description (including, without limitation, liabilities and/or penalties arising out of the Prevailing Wage laws, liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, including **reasonable attorney's** fees and costs, court costs, interest, defense costs, and expert witness fees), directly or indirectly arising out of or in any way connected with

the performance or nonperformance of this Agreement, including the installation of the required improvements by the Developer, its contractor or any subcontractor, or of any person directly or indirectly employed by, or acting as agent for the Developer, its contractor or any subcontractor. The indemnification and hold harmless provisions shall extend to claims, losses, damage, injury and liability occurring prior to acceptance of the required improvements by the City, as well as during construction.

Acceptance of insurance certificates by the City required under this Agreement shall not relieve Developer from liability under this indemnification and hold harmless provision. The City will not be held liable for any accident, loss or damage to the required improvements prior to their completion and acceptance by the City.

The provisions of this section shall survive termination or suspension of this Agreement.

16. Acceptance of Work. Prior to acceptance of work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the work, and maintaining the safety of the site. The Developer's obligation to perform the work shall not be satisfied until after the City Engineer has made written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has recorded a Notice of Completion.

17. Title to Improvements. The City shall not accept any real property to be dedicated or the required improvements unless they are constructed in conformity with the approved plans and specifications, approved modifications, if any, the approved final or parcel map, and City Standard Specifications and Drawings, to the satisfaction of the City Engineer. Until such time as the required improvements are accepted by the City, Developer shall retain title and shall be responsible for, and bear the risk of loss to, any of the improvements constructed or installed.

Title to and ownership of any real property to be dedicated and the required improvements constructed under this Agreement by Developer shall vest absolutely in the City upon completion and written acceptance of such improvements by the City Engineer. The City Engineer shall not accept the required improvements unless title to the required improvements is entirely free from liens. Prior to acceptance, Developer shall supply the City with appropriate lien releases, at no cost to and in a form acceptable to the City.

18. Repair or Reconstruction of Defective Work or Materials. If, within a period of one year after final acceptance by the City of the required improvements, any required improvement or part of any required improvement furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement materially fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall without delay and without any cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the required improvements. If the Developer fails to act promptly or in accordance with this requirement, or if the exigencies of the situation

require repairs or replacements to be made before the Developer can be notified, then the City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus fifteen percent (15%) for administrative costs within thirty (30) days of the date of billing for such work by City.

19. Prevailing Wage. The required improvements may be subject to the payment of prevailing wage under California Labor Code Section 1720. In the event that prevailing wage applies and the Developer does not pay prevailing wages for the work performed under this Agreement, Developer shall pay all penalties and wages as required by applicable law and defend, indemnify, and hold harmless the City pursuant to section 14.

20. Developer Not Agent of City. Neither Developer nor any of Developer's agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

21. Supplying "Record Drawing" Plans. Upon completion of the required improvements and prior to certification of completion, Developer shall supply the City, at no cost to the City, one set of "record" drawings. These drawings shall be certified as being "record drawings" and shall reflect the required improvements as actually constructed, with all changes to the Plans incorporated therein.

22. Notice and Certification of Completion. Developer shall advise the City Engineer in writing of the completion of the required improvements and request certification of completion. Upon satisfactory completion of the required improvements by Developer and request for certification of completion, the City Engineer shall issue a certificate indicating that the required Improvements have been completed. For the purposes of this Agreement, the date of completion shall be the date that the City Engineer issues a certificate of completion.

23. Adequacy of and Revisions to Plans. Developer warrants that the Plans are adequate to accomplish construction of the required improvements. If, at any time before the City Engineer certifies completion of the required improvements, the Plans prove to be inadequate in any respect, the Developer shall bring those inadequacies to the attention of the City Engineer or his/her designee. Similarly, if the City Engineer discovers that the Plans are inadequate in any respect, the City Engineer shall notify the Developer of the inadequacy/inadequacies. If such inadequacies are discovered, the Developer shall make changes to the Plans to remedy the inadequacies and, upon approval of the revised Plans by the City Engineer, complete the required improvements according to the revised Plans.

After completing all required revisions, Developer or Developer's engineer shall transmit the originals of the improvement plans to the City Engineer for signature. Upon finding that all required revisions have been made and that the plans conform to all applicable City laws, design review requirements, and conditions of approval of the tentative map, the City Engineer shall sign and date the plans. The originals shall be

returned to Developer or Developer's engineer. Approval by the City Engineer shall in no way relieve the Developer, or the Developer's engineer from responsibility for the design of the required improvements, and for any deficiencies resulting from the design, or from any required conditions of approval of the tentative map.

24. Nonperformance and Costs. If, within the time specified in this Agreement and any approved extension, Developer fails to complete the required improvements or to act promptly as required by this Agreement, or should an urgency arise that requires the repair or replacement of a required improvement, the City may, but is not required to, proceed to complete the improvements pursuant to the Plans, by contract or otherwise, and Developer, immediately upon demand, shall pay the costs and charges related to said work, together with a fifteen percent (15%) overhead charge.

25. Remedies. The City may bring legal action to: (1) compel performance of this Agreement; (2) ensure compliance with the conditions of this Agreement; and (3) recover the costs (including the City's administrative costs) of completing the required improvements pursuant to section 17. The City may also seek any and all remedies available in law or equity. If any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to attorney's fees, costs, and other expenses, in addition to any other relief to which such party may be entitled.

26. Responsibilities for Damage. Any damage to the required improvements, or to any portion of adjacent properties, that occurs during construction shall be completely repaired by the Developer to the satisfaction of the City Engineer.

27. Utility Deposits – Statement. Developer shall certify, to the satisfaction of the City Building Official, that it has made the deposits required for utilities to be supplied and connected within the subdivision prior to obtaining a building permit.

28. Permits and Fee Payments – Compliance with Law. Developer shall obtain all necessary permits and licenses for the construction of the required improvements, and shall pay all fees and taxes required by applicable law, including state law and local ordinances.

29. Superintendence by Developer. Developer shall personally supervise the work on the required improvements or have a competent foreman or superintendent on the work site at all times during the course of construction of the required improvements with the authority to act for Developer.

30. Inspections – Payment of Fees. The City is authorized to enter the Property for inspection purposes at any time. Developer shall at all times maintain the Property so that the City and any agency authorized to make inspections can safely access and inspect all parts of the Property. Developer shall pay to the City the costs of inspecting the required improvements, including staff time and any consulting services determined to be necessary by the City Engineer, as well as all the cost of all other services furnished by the City in connection with the Project. Developer further agrees to pay any required

in-lieu fee for the undergrounding of utilities on peripheral streets, and all development fees required by City. These fees must be paid in full prior to the City's acceptance of the required improvements and are covered under the bonds of this Agreement. The fees referred to above are not necessarily the only City fees, charges or other costs that have been, or will be, imposed on the Subdivision and its development, and this Agreement shall in no way exonerate or relieve the Developer from paying such other applicable fees, charges, and/or costs.

31. Erosion Control. Developer shall take all necessary actions during the course of construction of the required improvements to prevent erosion damage to adjacent properties or improvements (including, but not limited to, City streets and other City infrastructure or property). It is understood and agreed that in the event of failure on the part of Developer to prevent erosions that are within Developer's control to prevent with the exercise of commercially reasonable efforts, City may do the work of improvement and/or erosion protection measures on an emergency basis and Developer shall reimburse City for the actual expenses incurred (including administrative and/or legal expenses plus 15% overhead charge) within thirty (30) days after City mails a billing statement for such expenses to Developer. If such reimbursement is not timely made, City is entitled to obtain such reimbursement from Developer and/or, in addition to any other City remedies allowed by law, may proceed against the Performance Bond or Warranty Security to cover City's expenses.

32. No Waiver by City. Inspection of the work and/or materials, or approval of work and/or materials inspected, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all of these acts shall not relieve Developer of its obligation to fulfill the Agreement; nor is the City by these acts prohibited from bringing an action for damages or specific enforcement arising from the failure to comply with this Agreement. No action or omission by the City shall constitute a waiver of any provision of this Agreement unless expressly provided in writing. No course of dealing between Developer and the City, or any delay on the part of the City in exercising any rights hereunder, shall operate as a waiver of any rights by the City, except to the extent these rights are expressly waived in writing by the City.

33. Agreement Attaches to the Land – Recordation. This Agreement pertains to and runs with the Property described. This Agreement shall be recorded in the office of the County Recorder at the expense of the Developer and shall constitute notice to all successors and assigns of the title to the real property of the obligations set forth herein. This Agreement shall also constitute a lien on the Property, subject to foreclosure in the event of default in payment, in an amount sufficient to fully reimburse the City for any cost to the City of enforcing this Agreement, including interest from the date of the notice of any cost or expense until paid.

34. Notice of Breach and Default. If Developer refuses or fails to prosecute the work, or any part thereof, with such diligence as will ensure its completion within the time specified, or any extension thereof, or fails to complete the work within such time, or if Developer should be adjudged a bankruptcy, or Developer should make a general assignment for the benefit of his creditors, or if a receiver should be appointed in the event

of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement and the City may, but is under no obligation to, serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion thereof and default of Developer.

35. Breach of Agreement; Performance by Surety or City. In the event of any such notice, Developer's surety, if any, shall have the duty to take over and complete the work and the required improvements; provided, however, that if the surety within fifteen (15) days after the serving of such notice of breach upon it does not give the City written notice of its intention to take over the performance thereof within fifteen (15) days after notice to the City of such election, then the City may take over the work and prosecute the same to completion by contract, or by any other method the City may deem advisable, for the account and at the expense of the Developer, and the Developer's surety shall be liable to City for any excess costs of damages incurred by the City; and in such event, the City, without liability for so doing, may take possession of and utilize in completing the work, such materials, appliances, plant or other property belonging to Developer as may be on the site of the work and necessary therefor. The City reserves to itself all remedies available to it at law or in equity for breach of Developer's obligations under this Agreement. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. In the event that Developer fails to perform any obligations hereunder, Developer agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney fees.

If the form of improvement security is other than a bond, then the City, after giving notice of breach of the Agreement, may proceed to collect against the improvement security in the manner provided by law and by the terms of the security instrument.

36. Notices. All notices required under this Agreement shall be in writing, and delivered in person or sent by registered or certified mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City of Turlock Attn: City Engineer
156 South Broadway, Suite 150
Turlock, CA 95380

Notices required to be given to Developer shall be addressed as follows:

_____
_____
_____
Attention:
Email:

With a copy to:

_____
_____
_____
Attention:
Email:

Any party of the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

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

Adrienne Werner
Development Services Director
156 S. Broadway, Suite 120
Turlock, CA 95380-5456
Telephone: (209) 668-5640
E-mail: AWerner@turlock.ca.us

38. Authority to Execute. Developer warrants and represents that the person signing on behalf of Developer has the authority to execute this Agreement on behalf of Developer and has the authority to bind the Developer and the Property to the terms and obligations set forth in this Agreement. Developer agrees that this Agreement, and any instrument or agreement required hereunder, are within the Developer's powers, have been duly authorized and delivered, and do not conflict with Developer's organizational powers.

39. Compliance with Laws. Developer, its agents, employees, contractors, and subcontractors shall comply with all federal, state and local laws in the performance of the work required by this Agreement including, but not limited to, obtaining all applicable permits and licenses.

40. Assignment. This Agreement shall bind and inure to the benefit of the assigns, successors in interest, heirs, executors, and administrators of the parties and the parties agree that the City may cause a copy of this Agreement to be recorded in the Stanislaus County Recorder's Office. Developer's rights and obligations under this Agreement are not assignable or transferrable without the prior written consent of the City.

41. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the

Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

42. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of Stanislaus.

43. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

44. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

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

DEVELOPER

By: Torre Reich

Signature *(must be notarized)*

Torre Reich

Please print or type signer's name

President

Please print or type signer's title

Address: 219 N. Broadway

Turlock, CA 95380

CITY OF TURLOCK, a California municipal corporation

By: _____
Gary R. Hampton, Interim City Manager

Signatures above *(must be notarized)*

APPROVED AS TO FORM:

By: _____
Katie Lucchesi, City Attorney

APPROVED AS TO SUFFICIENCY:

By: _____
Christopher Fisher, Municipal Services Director

By: _____
William D. Morris, City Engineer

ATTEST:

By: _____
Nichole Fiez, City Clerk

ACKNOWLEDGMENT

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

State of California }
County of Stanislaus }

On 06/08/2026 before me, KmEscobar, Notary Public, personally appeared Torre Reich, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

K. M. ESCOBAR
COMM. # 2504689
NOTARY PUBLIC - CALIFORNIA
STANISLAUS COUNTY
COMM. EXPIRES DEC. 14, 2028

KmEscobar
Signature of Notary Public

EXHIBIT "A"

REIMBURSEMENT / IMPROVEMENT AGREEMENT
ATHERTON ESTATES

I. WATER:

A. TMC 6-5.202 CHARGES FOR WATER LINES OR WATER ASSESSMENT FEES

WATER MAIN FRONTAGE:
AMOUNT FROM DEVELOPER:

1,321.7 LF of Waterline @ 50.51/LF……. $ 66,759.00

TIME: 22 PARCELS @ $3,034.50/PARCEL
ADJUSTED BY THE ENR TO BE PAID WITH EACH BUILDING PERMIT

B. TMC 6-5.204

EXTENSION TO OTHER PROPERTY: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

C. TMC 6-5.205

WATER MAINS CONSTRUCTED: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY OWNERS WITHIN TEN (10) YEARS AFTER DATE OF ACCEPTANCE

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

D. TMC 6-5.207

WATER WELL SITE:
AMOUNT FROM CITY:
NONE

TIME: UPON CONVEYANCE OF TITLE

II. SANITARY SEWER:

A. TMC 6-4.503

CONNECTION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 6-4.505

EXTENSION TO OTHER PROPERTY: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

SEWER MAINS CONSTRUCTED: (ENR ADJUSTED)
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY OWNERS WITHIN TEN (10) YEARS AFTER DATE OF ACCEPTANCE

OVERSIZED LINES CONSTRUCTED:
AMOUNT FROM CITY:
NONE

TIME: 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

C. TCM 6-4.1103 SEWER MAIN FRONTAGE FEE

SEWER MAIN FRONTAGE:
AMOUNT FROM DEVELOPER:
NONE

TIME: AT TIME OF BUILDING PERMITS
ADJUSTED BY THE ENR TO BE PAID WITH EACH BUILDING PERMIT

III. STORM DRAINAGE:

A. TMC 6-5.802 MASTER DRAINAGE FACILITIES OR FEE REQUIRED

MASTER:
AMOUNT FROM DEVELOPER:
11.27 acres @ $6,503.19/acre of residential development……$73,290.95

TIME: 22 PARCELS @ $3,431.35/PARCEL
ADJUSTED BY THE ENR TO BE PAID WITH EACH BUILDING PERMIT

B. TMC 6-5.806

LOCAL:
AMOUNT FROM CITY:
NONE

TIME: UPON COLLECTION FROM PROPERTY WITHIN TEN YEARS OR FROM APPLICABLE STORM DRAINAGE FUND 30 DAYS AFTER CITY FILES NOTICE OF COMPLETION

IV. MISCELLANEOUS:

A. TMC 7-5.02

STREET LIGHT INSTALLATION:
AMOUNT FROM DEVELOPER:
NONE

TIME: PRIOR TO APPROVAL OF THE RECORD MAP

B. TMC 11-7.202

IN LIEU PARK FEES:
AMOUNT FROM DEVELOPER:
Park Land: 22 dwelling units x 3.0 persons/household
x 3.5 acres/1000 persons x $180,000/acre……$41,580.00

TIME: NEIGHBORHOOD PARK PORTION: 22 PARCELS @ $1,417.50/PARCEL
COMMUNITY PARK PORTION: 22 PARCELS @ $ 472.50/PARCEL
TO BE PAID WITH EACH BUILDING PERMIT

City Council Staff Report

July 14, 2026

From:	Paul Loehr, Risk Management Director
Prepared by:	Paul Loehr, Risk Management Director
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Authorize the 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 Fiscal Year 2026-2027 annual insurance renewals of Airport Liability Insurance in the amount of $5,738; Cyber Liability Insurance in the amount of $24,762.17; Employment Practices Liability Insurance in the amount of $49,460; Excess Workers' Compensation Insurance in the amount of $147,147; Property Insurance, High Value Vehicle and Equipment Insurance, Crime Insurance and Bonds in the amount of $364,852.70; and Sexual Misconduct and Molestation Liability Insurance in the amount of $10,575.95.

2. NARRATIVE:

On April 25, 2023, the City Council authorized the City Manager to enter into a multi-year agreement with Winton-Ireland Strom & Green Insurance Agency, Inc. to provide Insurance Broker Services. The scope of services outlined in the agreement includes procuring insurance coverage for various lines of insurance, including Airport Liability Insurance, Cyber Liability Insurance, Employment Practices Liability Insurance (EPLI), Excess Workers' Compensation Insurance, Property Insurance, High Value Vehicle and Equipment Insurance, Crime Insurance and Bonds, and Sexual Misconduct/Molestation Liability Insurance. Winton-Ireland Strom & Green Insurance Agency, Inc. has provided the City with the following insurance proposals for Fiscal Year 2026-2027.

Airport Liability Insurance

The City's Commercial General Liability coverage with the Central San Joaquin Valley Risk Management Authority excludes all liability associated with an airport, including non-aviation-related liability. The proposed insurance policy renewal with National Union Fire Insurance provides $5,000,000 of liability coverage to cover the Turlock Municipal Airport. The annual premium amount for Fiscal Year 2026-2027 is $5,738, which is a 2.5% increase, or $138, from Fiscal Year 2025-2026.

Cyber Liability Insurance

Cyber Liability Insurance provides coverage should there be a data privacy breach or cyber-attack on City computers, networks, or systems. This insurance coverage also includes business interruption losses and payments for notification and credit monitoring in the event that personal identifiable information is exposed. Last year, the City increased the coverage limit from $1,000,000 to $2,000,000 based on industry trends and increased exposures from cyber-attacks. Additionally, the City switched carriers from Travelers Casualty & Surety Company of America (Travelers) to Lexington Insurance Company (an AIG Carrier). The annual premium amount for Fiscal Year 2026-2027 went down significantly from $43,382.03 to $24,762.17, which is a decrease of $18,619.86, or 43%, due to a change in payroll reporting.

Employment Practices Liability Insurance

Employment Practices Liability Insurance (EPLI) coverage provides coverage for potential employee actions against the City of Turlock, including, but not limited to, discrimination, harassment, and wrongful termination claims. For Fiscal Year 2026-2027, the recommendation is to switch carriers from ACE American/Chubb (ACE) to RSUI Indemnity Company (RSUI) for better coverage and a lower premium. The proposed premium amount from RSUI for Fiscal Year 2026-2027 is $49,460, which is approximately 13.4%, or $7,634, lower than ACE in Fiscal Year 2025-2026 and $9,544, or 16.2%, lower than ACE's renewal for Fiscal Year 2026-2027.

Excess Worker's Compensation Insurance

The City is self-insured for Workers' Compensation claims up to a per-claim limit of $1,250,000. The excess workers' compensation policy covers any claim that exceeds the $1,250,000 retention amount. For Fiscal Year 2026-2027, it is recommended that the City change carriers from Arch to Safety National, which has a higher carrier rating and a lower premium. In Fiscal Year 2025-2026, Arch's premium was $156,681 and their renewal quote for Fiscal Year 2026-2027 is 14.4% higher at $179,253. The proposed premium from Safety National for Fiscal Year 2026-2027 is $147,147, which is $9,534, or 6.1%, lower than Arch in Fiscal Year 2025-2026, and $32,106, or 17.9%, lower than Arch's renewal rate for Fiscal Year 2026-2027.

Property, Auto, Crime Insurance

AIG/Glatfelter Insurance Company currently provides the City's insurance for property, mobile equipment, crime/bond, and auto physical damage coverage for high-value vehicles over $25,000. The Fiscal Year 2025-2026 premium at inception was $319,607.03, with covered property values totaling $354,633,460. During the term of coverage, the City added new property, vehicles, and equipment that increased the total covered property values to $359,247,400 at the end of the term, resulting in an annualized premium of $344,373.71.

For Fiscal Year 2026-2027, AIG/Glatfelter Insurance Company is offering a premium of $364,268.70 to cover current total property values of $371,149,564, and it includes Crime Insurance Coverage in the amount of $2,000,000. This renewal quote represents a premium increase of $19,894.99, or 5.8%, from the premium at the end of the term for Fiscal Year 2025-2026. The rate increase is primarily due to the total combined value of all property, equipment, and autos increasing by approximately 3.3%, or $11,902,164, during this period.

In addition to Crime Insurance, the City is purchasing Public Official Bonds, as required by Turlock Municipal Code Sections 2-4-101 through 2-4-104, for four positions including City Manager, City Clerk, City Treasurer, and Finance Director through Great American Insurance for $584.

Sexual Abuse/Molestation Insurance

The City procures Sexual Abuse/Molestation Insurance to cover activities associated with various recreation and after-school programs that the City manages and supports. This insurance provides protection from claims of sexual abuse or other inappropriate behavior made against the City and its employees. For Fiscal Year 2026-2027, the policy renewal amount with Lloyd's was reduced from $20,636 in Fiscal Year 2025-2026 to $10,575.95,

which is $10,060.05 lower, due to a reduction in staffing for the after-school program. The limit of liability amount of $1,000,000 and the self-insured retention amount of $25,000 remained unchanged.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Appropriations for the various insurance premiums have been budgeted during the Fiscal Year 2026-2027 budget process. These insurance premiums will be paid directly to Winton-Ireland Strom & Green Insurance Agency, Inc as follows:

- Airport Liability Insurance in the amount of $5,738 from account 110-10-112.43100_001.
- Cyber Liability Insurance in the amount of $24,762.17 from account 512-10-152.43100_006.
- Employment Practices Liability Insurance in the amount of $49,460 from account 512-10-152.43100_004.
- Excess Workers' Compensation Insurance in the amount of $147,147 from account 510-10-150.43192.
- Property Insurance, High Value Vehicle Insurance, Equipment Insurance, and Crime/Bond Insurance in the total amount of $364,852.70 from the following accounts:
    - Property Insurance (Buildings, Contents, and Policy Taxes and Fees) in the amount of $259,748.70 from various funds in 43100_001 and Housing.
    - Vehicles/Mobile Equipment Insurance in the amount of $102,958 from various funds in 46034.
    - Crime Insurance and Bonds in the amount of $2,146 from fund 512-10-152.43100_002
- Sexual Misconduct and Molestation Liability Insurance in the amount of $10,575.95 from various funds in account 43100_007.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

5. ALTERNATIVES:

Staff do not recommend taking any alternative action.

6. ATTACHMENTS:

1. FY 2026-2027 Airport Renewal
2. FY 2026-2027 Cyber Renewal
3. FY 2026-2027 EPLI Renewal
4. FY 2026-2027 Excess Workers Compensation Renewal
5. FY 2026-2027 Property, Auto, Crime Renewal
6. FY 2026-2027 Bond Renewal
7. FY 2026-2027 Abuse and Molestation Renewal

CITY OF TURLOCK

Airport Liability Policy (OL&T)

Effective: July 1, 2026 to July 1, 2027

	EXPIRING POLICY 2025 - 2026	RENEWAL POLICY 2026 - 2027
Insurance Carrier	**National Union Fire Ins.**	**National Union Fire Ins.**
Rating	AM Best Rating A XV	AM Best Rating A XV
Admitted	Yes	Yes
Duty to Defend	Yes	Yes
Claims-Made	No	No
Coverage:		
Commercial General Liability (Owners/Landlords & Tenants)		
Each Occurrence Limit	$5,000,000	$5,000,000
Damage to Premises Rented to You	$100,000	$100,000
Medical Expense Limit -Any One Person	$3,000	$3,000
Personal & Advertising Injury Liability	Not Applicable	Not Applicable
General Aggregate Limit	Not Applicable	Not Applicable
Products & Completed Operations	Not Applicable	Not Applicable
Hangarkeepers Liability	Not Applicable	Not Applicable
Total Premium:	**$5,500.00**	**$5,638.00**
Taxes and/or Fees:	$100.00	$100.00
Policy Term	12 months	12 months
Min. Earned Premium in event of cancellation:	25%	25%
Combined Total Premium:	**$5,600.00**	**$5,738.00**

Subjectivities / Notes:

*Signed Application is required to bind

*Signed Terrorism Form required to bind

This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

CITY OF TURLOCK

Cyber Liability Coverage

Effective: July 1, 2026 to July 1, 2027

	2025 - 2026	2026 - 2027
Insurance Carrier	**Lexington Insurance Company - An AIG Carrier**	**Lexington Insurance Company - An AIG Carrier**
Rating	AM Best Rating A XV	AM Best Rating A XV
Admitted	No	No
CyberEdge Security and Privacy Liability		
Coverage Section Limit	$2,000,000	$2,000,000
Security and Privacy Insuring Agreement Sublimit	$2,000,000	$2,000,000
Data Privacy Regulatory Insuring Agreement Sublimit	$100,000	$100,000
Retention / Deductible	$10,000	$10,000
Security and Privacy Retroactive Date	Full Prior Acts	Full Prior Acts
Data Privacy Regulatory Retroactive Date	7/1/2025	7/1/2025
Claims Made & Reported Form / Third Party		
CyberEdge Event Management Insurance		
Coverage Section Limit	$2,000,000	$2,000,000
Event Response Insuring Agreement Sublimit	$2,000,000	$2,000,000
Electronic Data Insuring Agreement Sublimit	$2,000,000	$2,000,000
Retention	$10,000	$10,000
CyberEdge Network Interruption Insurance		
Coverage Section Limit	$2,000,000	$2,000,000
Extended Period of Indemnity	180 Days	180 Days
Extra Expense Sublimit	$100,000	$100,000
Security Failure of:	Sublimit / Retention / Waiting Period	Sublimit / Retention / Waiting Period
Insured's Computer System	$2,000,000 / $10,000 / 8 hours	$2,000,000 / $10,000 / 8 hours
IT Service Provider's Computer System	$2,000,000 / $10,000 / 8 hours	$2,000,000 / $10,000 / 8 hours
Non-IT Service Provider's Computer System	$2,000,000 / $10,000 / 8 hours	$2,000,000 / $10,000 / 8 hours
CyberEdge Cyber Extortion Insurance		
Coverage Section Limit	$2,000,000	$2,000,000
Retention	$10,000	$10,000
Media Content Insurance (Claims Made)		
Coverage Section Limit	$2,000,000	$2,000,000
Retention	$10,000	$10,000
Continuity Date	7/1/2025	
Retroactive Date	Full Prior Acts	Full Prior Acts
Cyber Crime Coverage		
Impersonation Fraud Coverage Sublimit	$250,000	$250,000
Funds Transfer Fraud Coverage Sublimit	$250,000	$250,000
Computer Fraud Coverage Sublimit	$250,000	$250,000
Telephone Fraud Coverage Sublimit	$250,000	$250,000
Cryptojacking Fraud Coverage Sublimit	$250,000	$250,000
Invoice Manipulation Fraud Coverage Sublimit	$250,000	$250,000
Retention all Crime Coverage	$25,000	$25,000
Terrorism Coverage	Included	Included
Total Premium:	$42,045	$23,999
Taxes and/or Fees:	$1,337.03	$763.17
Policy Term	12 months	12 months
Combined Total Premium:	**$43,382.03**	**$24,762.17**

This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

CITY OF TURLOCK

Public Officials Management / Employment Practices Liability

Effective: July 1, 2026

	Expiring	Proposed - Option 1	Proposed - Option 2
Insurance Carrier	**ACE American /Chubb**	**ACE American /Chubb**	**RSUI Indemnity Company**
Rating	AM Best Rating A++ XV	AM Best Rating A++ XV	AM Best Rating A++ XV
Admitted	Yes	Yes	Yes
Duty to Defend	Yes	Yes	Yes
Claims-Made	Yes	Yes	Yes
Policy Term	7-1-2025 to 7-1-2026	7-1-2026 to 7-1-2027	7-1-2026 to 7-1-2027
Coverage - Claims Made Form	Public Entity Management Liability, including Public Official's Liability, Employment Practices Liability, and Crisis Management	Public Entity Management Liability, including Public Official's Liability, Employment Practices Liability, and Crisis Management	Public Entity Management Liability, including Public Official's Liability, Employment Practices Liability, and Crisis Management
Limits of Liability			
Each Claim Limit & Aggregate	$1,000,000	$1,000,000	$1,000,000
Shared Limit - All Sections	Shared	Shared	Shared
Defense Costs	Inside the limit	Inside the limit	Inside the limit
Crisis Management Fund - Sublimit	$25,000	$25,000	$250,000
Non-Monetary Claim Defense Aggregate	$500,000	$500,000	$500,000
Additional Personal Protection for Directors and Officers	No Additional Limit	No Additional Limit	$1,000,000 (outside policy aggregate)
Employment Practices Liability - Third Party Coverage	Included	Included	Included
Wage and Hour Defense	Not Provided	Not Provided	$100,000
Immigration Defense Sublimit	Not Provided	Not Provided	$150,000
Investigative Costs	Not Provided	Not Provided	$250,000
Workplace Violence Sublimit	Not Provided	Not Provided	$250,000
Retention			
Public Officials' Liability	$0	$0	$0
Public Entity Reimbursement	$1,000,000	$1,000,000	$50,000
Public Entity Liability	$1,000,000	$1,000,000	$50,000
Employment Practices Liability	$100,000	$100,000	$100,000
EPL - Third Party Claims	$100,000	$100,000	$100,000
Wage and Hour Claims			$100,000
Crisis Management Fund	$0	$0	$0
Immigration Defense extension			$50,000
Rating Basis			
Number of Employees	748	512	512
Reported Annual Revenues	$70,704,152	$64,373,308	$64,373,308
Premium	**$57,094**	**$59,004**	**$49,460**
Taxes and/or Fees:	$0	$0	$0
Combined Total Premium:	**$57,094**	**$59,004**	**$49,460**

This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

Management Liability - Continued	ACE American /Chubb	ACE American /Chubb	RSUI Indemnity Company
Cost of Extended Reporting Period 12 Months	80% of Premium	80% of Premium	75% of Premium
Cost of Extended Reporting Period 24 Months	150% of Premium	150% of Premium	125% of Premium
Cost of Extended Reporting Period 36 Months	175% of Premium	175% of Premium	150% of Premium

Major Exclusions	ACE American /Chubb	ACE American /Chubb	RSUI Indemnity Company
See Policy for Complete List	False claims act exclusion	False claims act exclusion	Fraud, criminal acts, or illegal profit
	Network security or privacy liability exclusion	Network security or privacy liability exclusion	Contractual liability
	Specific matter exclusion: (Jason Tosta)	Specific matter exclusion: (Jason Tosta)	Bodily injury, sickness, death, or property damage
	Failure to pay any bond, interest on any bond/debt	Failure to pay any bond, interest on any bond/debt	Prior and pending litigation / known matters
	Fraudulent or dishonest acts	Fraudulent or dishonest acts	Insured vs. insured claims (with limited exceptions)
	Illegal gaining of profit	Illegal gaining of profit	Fiduciary / ERISA liability
	Non-Monetary damages	Non-Monetary damages	Pollution (with limited management carve-back)
	Bodily injury, property damage, personal injury	Bodily injury, property damage, personal injury	Employee benefits / retirement / pension
	Inverse Condemnation	Inverse Condemnation	Nuclear / war-type exposures
	Strikes, riots or civil commotions	Strikes, riots or civil commotions	Cyber, network security, and privacy, data breach
			Biometric Privacy

SUBJECTIVITIES PRIOR TO BINDING:

*Signed Application prior to binding

Please Note:

This quotation for coverage is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy. It is subject to modification or withdrawal by the Company if any new, corrected or updated information becomes known which relates to any proposed Insured's claims history or risk exposure or which could otherwise change the underwriting evaluation of any proposed Insured, and the Company, in its sole discretion, determines that the terms of this quotation are no longer appropriate.

This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

CITY OF TURLOCK

Excess Workers' Compensation
7/1/2026 to 7/1/2027

Excess Workers' Compensation	Expiring Premium 7/1/2025 to 7/1/2026	Renewal Quote 7/1/2026 to 7/1/2027	% Change	Renewal Option 7/1/2026 to 7/1/2027	% Change
Insurance Carrier:	Arch	ARCH		Safety National	
Rating	A+ XV	A+ XV		A++ XV	
Attachment	$1.25M	$1.25M		$1.25M	
Payroll	$47,623,546	$52,892,489	11.1%	$52,892,489	11.1%
Rate	$0.329	$0.339	3.0%	$0.278	-15.4%
Final Est. Annual Premiums	$156,681	$179,253	14.4%	$147,147	-6.1%

Note the final cost is derived from actual payroll following an audit at policy year-end.

CITY OF TURLOCK

Renewal Proposal & Comparison

Effective: July 1, 2026 to July 1, 2027

	2025 - 2026 Values at Inception	2025 PRO-RATED PREMIUM	2025 - 2026 Values at end of Term	2026 - 2027 Renewal Proposal	
Insurance Carrier	**AIG / Glatfelter**		**AIG / Glatfelter**	**AIG / Glatfelter**	
AM Best Rating	A XV		A XV	A XV	
Admitted	Yes		Yes	Yes	
Coverage:					CHANGE
Building & Contents	**$334,183,212**		**$334,095,588**	**$347,577,868**	4.0%
Inland Marine/Software	$500,000		$500,000	$500,000	
Business Income	$510,000		$510,000	$510,000	
Extra Expense	$5,000,000		$5,000,000	$5,000,000	
Flood Coverage - $100K Ded.	$5,000,000		$5,000,000	$5,000,000	
Scheduled Mobile Equipment	$1,553,058		$1,847,658	$1,668,669	
Unscheduled Mobile Equipment	$750,000		$750,000	$750,000	
Auto Physical Damage	$17,647,190		$22,054,154	$20,653,027	
Employee Theft/Crime Coverage	$2,000,000		$2,000,000	$2,000,000	
Total Property Values	**$354,633,460**		**$359,247,400**	**$371,149,564**	3.3%
Premiums:	Premium at renewal	Premiums Paid	Annualized Premiums	Renewal Premiums	
Building & Contents	**$217,798**	**$217,274**	**$216,558.17**	**$250,037**	15.5%
Mobile Equipment	**$10,177**	**$11,071**	**$11,637.51**	**$11,620**	-0.2%
Auto	**$81,481**	**$87,301**	**$106,027.00**	**$91,338**	-13.9%
Employee Theft/Crime	**$1,562**	**$1,562**	**$1,562**	**$1,562**	0.0%
Pure Premium Subtotal:	**$311,018**	**$317,208**	**$335,784.68**	**$354,557**	5.6%
Property Policy Taxes/Fees	**$8,589.03**	**$8,589.03**	**$ 8,589.03**	**$9,711.70**	
TOTAL PREMIUMS:	**$319,607.03**	**$325,797.03**	**$344,373.71**	**$364,268.70**	5.8%

NOTE: Changes made after this proposal will be billed separately

This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

CITY OF TURLOCK

Public Official Bonds

Effective: July 1, 2026 to July 1, 2027

Insurance Carrier	Bond Limit	Great American Ins	Great American Ins
AM Best Rating		A XV	A XV
Admitted		Yes	Yes
Public Official	**Amount**	**2025-2026**	**2026-2027**
Isaac Moreno	$50,000	$125	$125
Nichole Fiez	$50,000	$164	$164
Michael Abram	$50,000	$164	$164
John J. Murphy	$50,000	$131	$131
Total Premiums		**$584**	**$584**

CITY OF TURLOCK
Sexual Misconduct & Molestation Liability
Effective: July 1, 2026 to July 1, 2027

	2025 - 2026	2026 - 2027
Insurance Carrier	**Underwriters at Lloyd's 2623 & 623**	**Underwriters at Lloyd's 2623 & 623**
Rating	AM Best Rating A XV	AM Best Rating A XV
Admitted	No	No
Duty to Defend	Yes	Yes
Liability Form	Claims Made & Reported	Claims Made & Reported
Sexual Misconduct and Molestation Liability Insurance as more fully defined in the wording		
Programs Covered: Parks & Recreation, Afterschool, Aquatics, Instructors/Volunteers as described on application		
Coverage:	**Limit of Liability**	**Limit of Liability**
in the aggregate during the policy period for all claims brought by or on behalf of each victim, and	$1,000,000	$1,000,000
in the aggregate during the policy period for all claims brought by or on behalf of all victims	$1,000,000	$1,000,000
and separately: in the aggregate during the policy period for all safeguard costs resulting from all circumstances	$75,000	$75,000
Defense Inside/Outside Limit	Inside Limit	Inside Limit
Retention		
Self Insured Retention - Each Victim	$25,000	$25,000
Conditions		
Claims First Made and Reported Safeguard - Sexual Misconduct and Molestation Liability Insurance 2022 – as attached	Retroactive Date: 2 May 2023	Retroactive Date: 2 May 2023
Rating - Employee Count		
After School - approximately (varies by season)	125	70
Aquatics - approximately (varies by season)	15 to 20	Included
Instructors - (contract or specialty classes) approx.	4	Included
Number of Volunteers - approx.	12	Included
Exposure Units	Approximately - 1,500	900 Children/Youths / 750 Adults
Endorsements Attached	Liability – Direct	Liability – Direct
	NMA 1168 – Small AP/RP Clause	NMA 1168 – Small AP/RP Clause
	NMA 1256 – Nuclear Incident Exclusion Clause – Liability – Direct	NMA 1256 – Nuclear Incident Exclusion Clause – Liability – Direct
	NMA 2918 – War & Terrorism Exclusion	NMA 2918 – War & Terrorism Exclusion
	AGR Safeguard Amendatory Endorsement	AGR Safeguard Amendatory Endorsement
	Cyber Acts Clarification Endorsement	Cyber Acts Clarification Endorsement
	Exclusion for employees under the age of 18	Exclusion for employees under the age of 18 – Removed
	Coverage Limited to Specific Business – as attached	**Coverage Limited to Specific Business – as attached**
Retro Active Date	May 2, 2023	May 2, 2023
Prior Acts	No Prior Acts	No Prior Acts
Annual Premium	**$20,000.00**	**$10,000.00**
Taxes and/or Fees	**$636.00**	**$575.95**
Total Premiums & Fees	**$20,636.00**	**$10,575.95**
	Endorsements - attached	**Endorsements - attached**

This illustration contains only a brief description of coverages. For full terms, provisions, definitions, and exclusions, please refer to the policy.

City Council Staff Report

July 14, 2026

From:	Jessie Dhami, Human Relations Director
Prepared by:	Jessie Dhami, Human Relations Director
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Authorize the Police Department to over hire one (1) Additional Police Officer Position, Effective July 15, 2026.

2. NARRATIVE:

The Police Department is requesting authorization to over hire one Police Officer position to allow for the hiring of an additional highly qualified academy recruit. Currently, the Department has identified three excellent candidates who have successfully completed the recruitment and selection process; however, only two vacant Police Officer positions are presently available.

Authorizing this over hire will enable the Department to take advantage of a rare recruitment opportunity by securing a strong candidate pool while qualified applicants are available. Given the highly competitive nature of law enforcement recruitment and the increasing difficulty in attracting and retaining qualified candidates, it is critical that the Department act strategically when candidates successfully complete the stringent hiring and background process.

This request also serves as a proactive staffing measure in anticipation of expected workforce changes. While no formal retirement notifications have been submitted at this time, eleven currently employed sworn officers across various ranks are eligible for retirement within the next year. In addition, the department has generated salary savings from extended employee absences during which regular salary expenditures have not incurred. The potential loss of experienced personnel could create significant staffing challenges and operational impacts if vacancies occur without adequate succession planning.

Approving this over hire will help maintain appropriate staffing levels, reduce the impact of future vacancies, and support operational continuity. It will also assist in minimizing service disruptions, preserving patrol staffing, and ensuring the Police Department can continue providing effective and responsive public safety services to the community. The Department ultimately anticipates returning to, and not exceeding, the authorized full-time Police Officer staffing levels approved for FY 2026-27.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The temporary overhire is expected to be offset by salary savings associated with an extended leave of absence for which no salary costs are currently being incurred.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

5. ALTERNATIVES:

To not authorize the overhire and instead wait for an existing officer to retire, resign, or otherwise separate from employment before hiring a replacement. This alternative is not recommended because attracting and retaining qualified candidates has become increasingly difficult, and the Department would like to take advantage of a rare recruitment opportunity by securing a strong candidate while qualified applicants are available.

6. ATTACHMENTS:

None

City Council Staff Report

July 14, 2026

From:	Paul Loehr, Risk Management Director
Prepared by:	Paul Loehr, Risk Management Director
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to approve payments to the Central San Joaquin Valley Risk Management Authority for the Fiscal Year 2026-2027 annual renewals of the Pooled Liability Program in the amount of $3,103,122, Employee Assistance Program in the amount of $10,733, and General Administration costs in the amount of $22,619, all expensed to Fund 512; and Low Value Vehicle Coverage in the amount of $895, expensed to various funds, for a total amount of $3,137,368

2. NARRATIVE:

The City of Turlock has participated in the Central San Joaquin Valley Risk Management Authority (CSJVRMA) Pooled Liability Program since July 1, 1994. CSJVRMA is a California Joint Powers Authority (JPA) with over 50 participating public agencies as members. Through the use of a JPA, the City of Turlock is able to spread its general liability risks among other participating members, thereby reducing costs.

The Pooled Liability Program, which includes Excess General Liability Insurance, protects the City of Turlock against all general liability claims that are over $100,000 and provides third-party administrative services through Acclamation Insurance Management Services (AIMS) to handle and process these claims. The Pooled Liability Program is increasing 15% from $2,706,424 in Fiscal Year 2025-2026 to $3,103,122 in Fiscal Year 2026-2027, which is an additional $396,697. The primary reasons for this increase are that CSJVRMA's pooled losses for Turlock are up approximately 60% and the City's calendar year payroll, used to allocate costs, is up approximately 10%.

The Low Value Vehicle Coverage Program (LVVCP), which insures all City vehicles under $25,000, is decreasing by approximately 8% from $970 in Fiscal Year 2025-2026 to $895 in Fiscal Year 2026-2027. The City currently has 179 vehicles in this program. With such a low rate, the City has chosen to stay in this program and only use Winton-Ireland Strom & Green Insurance Agency, Inc. for High Value Vehicle coverage that covers City vehicles at $25,000 and above.

The Employee Assistance Program (EAP), which provides valuable counseling services to City employees and dependents, is increasing by approximately 4% for Fiscal Year 2026-2027 from $10,320 to $10,733. The change is due to an increase in the number of eligible employees in the program.

Finally, to participate in these programs, the City is charged an annual fee for General Administration Costs, which is decreasing by 16% in Fiscal Year 2026-2027 from $26,981 to $22,619.

3. FISCAL IMPACT / BUDGET AMENDMENT:

Annual renewal costs to participate in CSJVRMA's Pooled Liability Program, LVVCP, and EAP, which includes General Administrative costs, are budgeted annually. For Fiscal Year 2026-2027, the total cost of these programs is $3,137,368 and will be paid as follows:

Pooled Liability Program in the amount of $3,103,122 from account 512-10-152.47075_003 "Premiums Liability"
Low Value Vehicle Coverage in the amount of $895 from various funds in account 46034 "Vehicle Insurance"
Employee Assistance Program in the amount of $10,733 from account 512-10-152-47075_003 "Premiums Liability"
General Administration Costs in the amount of $22,619 from account 512-10-152.47075_003 "Premiums Liability"

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

5. ALTERNATIVES:

Staff do not recommend taking any alternative action.

6. ATTACHMENTS:

1. CSJVRMA Budget Comparison 2026_27 to 2025_26 - Prepared 6.30.26 - Turlock

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CONTRIBUTION ESTIMATE FOR THE 2026/2027 PROGRAM YEAR

PREPARED FOR THE CITY OF TURLOCK

Issued on 06/30/2026

Program	2026/2027 Estimated Contribution	2025/2026 Contribution	$ Change	% Change
TOTAL ESTIMATED CONTRIBUTION	**3,137,368**	**2,744,695**	**392,673**	**14%**
Liability	**3,103,122**	2,706,424	**396,697**	**15%**
Low Value Vehicle	**895**	970	**(75)**	**-8%**
EAP	**10,733**	10,320	**413**	**4%**
General Admin	**22,619**	26,981	**(4,363)**	**-16%**

LIABILITY PROGRAM				
Rates	**Member**	**2026/2027 Budget**	**2025/2026 Budget**	**% Change**
Funding for Losses	TURLOCK	$2.98	$2.88	4%
Excess Insurance (CARMA)	TURLOCK	$3.64	$3.52	3%
Composite Distribution (Payroll/Pop/Census)	TURLOCK	0.0646	0.0677	-5%
Payroll	**Member**	**2026/2027 Budget**	**2025/2026 Budget**	**% Change**
Calendar Year (used to allocate costs)	TURLOCK	$ 46,928,365	$ 42,559,916	10%
Fiscal Year (used for ex-mod)	TURLOCK	$ 45,298,366	$ 40,334,258	12%
Losses	**Member**	**2026/2027 Budget**	**2025/2026 Budget**	**% Change**
Liability Program	TURLOCK	$ 2,573,165	$ 1,612,435	60%
Experience Modification Factor	**Member**	**2026/2027 Budget**	**2025/2026 Budget**	**% Change**
Liability Program	TURLOCK	0.952	0.885	8%

LOW VALUE VEHICLE PROGRAM				
Rates	**Member**	**2026/2027 Budget**	**2025/2026 Budget**	**% Change**
Funding for Losses	TURLOCK	$0.00	$0.00	
Administrative Expense	TURLOCK	$5.00	$5.00	0%
Auto Count	**Member**	**2026/2027 Budget**	**2025/2026 Budget**	**% Change**
Number of Vehicles in Program	TURLOCK	179	194	-8%

EAP PROGRAM				
Rates	**Member**	**2026/2027 Budget**	**2025/2026 Budget**	**% Change**
Rate Per Employee	TURLOCK	$2.15	$2.15	0%
Employees in Program	TURLOCK	416	400	4%

City Council Staff Report

July 14, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	David Barr, Fleet Services Manager
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of five (5) Ford Police Interceptor AWD Utility Vehicles from Folsom Lake Ford pursuant to the State of California Contract No. 1-22-23-14C, for a total amount not to exceed $315,741.10 expensed to Fund 506 "Vehicle/Equipment Replacement" in accordance with Turlock Municipal Code Section 2-7-08(b)(5) allowing the use of joint, cooperative, or leveraged purchasing plans and not requiring an additional City bid procedure

2. NARRATIVE:

Staff requests the approval to purchase five (5) Ford Police Interceptor AWD Utility Vehicles, all five painted black with white doors and roof, for $63,148.22 each from Folsom Lake Ford pursuant to the State of California Contract No. 1-22-23-14C, for a total amount not to exceed $315,741.10.

The proposed Ford Police Interceptor AWD Utility Vehicles will be used by the City of Turlock's Police Department for use in patrol and emergency response functions. All of these vehicles will be used in the Police Department's Patrol Unit and will be used to replace aging vehicles that have exceeded their useful life in order to keep the reliability of patrol and emergency response as high as possible.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The purchase of five (5) Ford Police Interceptor AWD Utility Vehicles from Folsom Lake Ford for a total not to exceed 315,741.10, will be expensed to account number 130-20-145-213.51020.

Appropriate funds have been allocated during the Fiscal Year (FY) 2026-27 budget process to fund this purchase. The Purchasing Division has made the determination that this item does not require a competitive procedure due to TMC 2-7-08 (b) (5) that states, bidding is not required when engaged in joint, cooperative, or leveraged purchasing plans that have been solicited and awarded on a competitive basis.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

5. ALTERNATIVES:

A. Council could decline to approve the purchase and direct staff to solicit competitive bids or evaluate other purchasing options before proceeding with the purchase of the vehicles.

This alternative is not recommended because it is unlikely to result in a better cost.

B. Council could decline to approve the purchase and provide staff with alternative direction.

6. ATTACHMENTS:

1. Quote

PRICE QUOTATION
FOLSOM LAKE FORD
12755 FOLSOM BLVD.
FOLSOM, CA 95630
(916) 351-4202 - Direct

Date: 6/22/2026

To: David D. Barr / Fleet Services Manager / City of Turlock (Patrol Vehicle)
From: Mark A. Paoli / Fleet Director / Folsom Lake Ford
Subject: Pricing for 2027 Ford Interceptor (State of California Contract #1-22-23-14C)

$49,313.00 - Bid Price (2027 Ford Police Interceptor Utility AWD / 3.3L V6 Hybrid)
2,025.00 - L.A.P.D. Paint Scheme (CAL) - Lifetime Warranty
1,014.00 - Spot Lamps - Dual Whelen LED (51V)
930.00 - Front Headlamp Lighting Solution (66A) - Includes Pre-Wiring (60A)
662.00 - Ultimate Wiring Package (67U)
601.00 - Front Warning Auxiliary LED Lights (21L)
507.00 - Side Marker LED - Sideview Mirrors (63B)
475.00 - Rear Lighting Solution (66C)
446.00 - Tail Lamp Lighting Solution (66B)
414.00 - Rear Auxiliary Liftgate LED Lights (43A)
352.00 - Underbody Deflector Plate (76D)
278.00 - Cargo Storage Vault (63V)
207.00 - Police Wire Harness Connector Kit - Front/Rear (67V)
175.00 - Hidden Door-Lock Plunger (52P) - Inc Rear Door Controls Inop (68G)
103.00 - Rear Bumper Step Pad (16P)
94.00 - Glass - Solar Tint 2nd Row Only Door Glass (92R)
52.00 - Keyed Alike - Code 1284X (59B)
$57,648.00 - Selling Price (Agate Black Metallic w/Four White Doors & White Roof)
85.00 - Documentation Fee
$57,773.00 - Subtotal
4,979.47 - Sales Tax (8.625%) Subject to Change
350.00 - Delivery to Turlock, CA
37.00 - DMV Electronic Filing Fee
8.75 - California Tire Fee
$63,148.22 - Total Price (EACH) F.O.B. Turlock, CA

Payment Terms: $500.00 Discount Per Vehicle for Payment Within 20 Days / Net 30

Included: Ballistic Door Panels (Level III+), BLIS (Blind Spot Monitoring with Cross Traffic Alert), Dark Car Feature, Ford Pro Upfit Integration Feature, Ford Telematics (Includes Complimentary Two-Year Subscription), Front License Plate Bracket, Noise Suppression, Police Engine Idle Feature, Police Perimeter Alert, Police Pursuit Mode, Red/White Dome Lamp In Cargo Area, Rear Auxiliary Air Conditioning, Rear View Camera with Washer (Displayed In 8" Center Stack Screen) Includes On-Demand Feature, Remote Keyless Entry with Four Keys and FOBs, Reverse Sensing, SYNC (Bluetooth), Trailer Hitch (Class III - Includes Wiring), Upfitter Switches(4) Mounted on Steering Wheel and 5yr/100k/0ded Powertrain Warranty.

City Council Staff Report

July 14, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Mike Murphy, Parks, Streets, and Public Facilities Maintenance Superintendent
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFP No. 2026-RFP-020 and approving an Agreement with Trane U.S. Inc. for preventative maintenance, filter change-out, and repair services for Heating, Ventilation, Air Conditioning and Refrigeration (HVACR) for owned and leased buildings, for a total of five (5) years in an amount not-to-exceed $1,480,297.50, funded by various General Ledger accounts relative to the location and nature of service

2. NARRATIVE:

For several years, the City of Turlock has taken a proactive approach for preventative maintenance of HVACR units in all facilities to ensure they are given the longest lifespan possible. This ensures that small issues are detected and repaired before they become bigger issues, which could lead to costly and unforeseen repairs. Relative to which facility received service, funding for this program comes from various City departments who budget accordingly for maintenance and any necessary repairs. The City recently contracted with Champion Industrial Contractors Inc, of Modesto, CA for this work; this contract ended on June 30, 2026 and it is necessary to initiate a new contract with a capable contractor to continue this program.

On April 29, 2026, the Finance Department issued Request for Proposals (RFP) No. 2026-RFP-020 for preventative maintenance, filter change-out, and repair services for Heating, Ventilation, Air Conditioning and Refrigeration (HVACR) and boiler units for City owned and leased buildings.

The scope of work included several items, such as:
1. HVAC Preventative Maintenance Inspections (depending on the unit, some twice per year and some as often as monthly)
2. HVAC Intermediate Filter Changes
3. Boiler Tuning
4. Boiler Water Treatment
5. Maintenance of Close-Loop System
6. Emergency 24/7 call service
7. Unexpected repairs of all HVAC and boiler units
8. Servicing Refrigeration Units

Trane U.S. Inc. was selected as the most qualified proposer.

Additionally, City staff recommend the total compensation for the agreement include an amount of $500,000 that will be dedicated to unforeseen and necessary repairs. This is calculated based on historical data, aging equipment, and an increase in the scope of work

due to the addition of new units such as ice machines, Columbia Pool boiler, etc.

The cost of each service call for repairs will be calculated by Trane, who will provide a quote for materials and labor (standard hourly rate is $205 and overtime rate is $307.50) to complete the project.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The total impact to the City's budget will not exceed $1,480,297.50 for the duration of the Agreement. This includes the $500,000 for unforeseen repairs. The below accounts will be used for preventative maintenance and any necessary repairs may be funded by these accounts or another appropriate account, depending on the service and location of work.

G/L Account	Identifying Information
110-10-112.43120_003	Admin - General Government
110-20-200.43115_000	Police - Special Operations
110-20-200.43120_007	Police - Special Operations
110-20-215.43115_000	Police - Animal Services
110-30-300.43115_000	Fire - Operations
110-50-500.43115_000	Municipal Services - Public Facilities - General
110-50-500.43115_001	Municipal Services - Public Facilities - Columbia Center
110-50-500.43115_004	Municipal Services - Public Facilities - Rube Boesch
110-50-500.43115_005	Municipal Services - Public Facilities - Senior Center
110-61-620.43115_003	Recreation - Recreation Administration
205-60-604.43115_000	Sports Facilities - Parks - Pedretti Sports Complex
256-41-486.47225_002	Consortium – Housing - HOME
410-51-530.43115_000	Water Quality Control - Sewer - Operations
420-52-550.43115_000	Water - Operations
426-40-415-238-001.43115_000	Transit - Roger K. Fall Transit Center - Operating
501-10-130.43051	Information Technology - Operations
505-50-525.43115_000	Fleet – Municipal Services - Operations

4. ENVIRONMENTAL DETERMINATION:

This action is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Existing Facilities), as it involves repair and replacement of existing building systems with no expansion of use.

5. ALTERNATIVES:

A. In accordance with TMC 2-7-09 (c) (4), City Council could choose to "reject any and all bids presented and re-advertise for bids". Staff does not recommend this alternative because the RFP process was conducted according to proper procedure and postponing this award will leave the City without a capable contractor who can perform the services required under the terms of this contract.

B. City Council could award the bid to Trane U.S. Inc., but change the amount of compensation dedicated for contingent and necessary repairs. Staff does not recommend this alternative because the nature of this work demands timely responses to major issues.

Any major repairs and their costs would be vetted and evaluated by the appropriate City leadership staff and be subject to established approval processes.

C. City Council can provide staff direction on how to proceed.

6. ATTACHMENTS:

1. Agreement CC 2026-160 with Trane U.S. Inc.

AGREEMENT BETWEEN THE CITY OF TURLOCK

and

Trane U.S. Inc.

for

Preventative Maintenance, Filter Change-Out & Repair Services for HVACR & Boiler Units for City Owned & Leased Buildings

City Contract No. 2026-160

THIS SERVICE PROVIDER AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Trane U.S., Inc., a Delaware corporation ("Service Provider"), on Tuesday, July 14, 2026 (the "Effective Date"). City and Service Provider may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform Service Provider services to assist City with the Preventative Maintenance, Filter Change-Out & Repair Services for HVACR & Boiler Units for City Owned & Leased Buildings (the "Project").

B. Service Provider has made a proposal to City to provide such Service Provider services. A description of the services Service Provider proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). City desires to retain Service Provider to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A.**

D. The Parties have outlined the rates and method of payment to Service Provider for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

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

AGREEMENT

1. RECITALS:

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 52 of this Agreement, the Sections 1 through 52 shall prevail.

2. TERM:

The term of this Agreement shall be five (5) years and will commence on the Effective Date and terminate on Sunday, July 13, 2031 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. EXTENSION OF AGREEMENT:

{Intentionally Omitted}

4. EFFECTIVE DATE:

This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date").

5. WORK:

5.1. SERVICES:

Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Service Provider shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. CITY REQUESTED MODIFICATION OF SERVICES:

City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Service Provider's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Service Provider and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Service Provider mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. SERVICE PROVIDER REQUESTED MODIFICATION IN SERVICES:

Service Provider shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

A. Service Provider provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Service Provider's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Service Provider's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Service Provider's proposed revisions, if any, to the Compensation Schedule; and

B. City agrees that the work requires a Modification;

C. City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule.

6. COMPENSATION:

6.1. AMOUNT, TIME AND MANNER OF PAYMENT FOR SERVICE PROVIDER SERVICES:

City shall pay Service Provider according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Service Provider will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index ("CPI") for all urban consumers or percentage increases in Service Provider's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Service Provider shall not exceed One Million Four Hundred Eighty Thousand Two Hundred Ninety-Seven and 50/100ths Dollars ($1,480,297.50) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. DEPOSIT:

{Intentionally Omitted}

6.3. SUBSEQUENT PAYMENTS:

City shall make monthly payments in the amount invoiced by Service Provider within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Service Provider of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

6.4. INVOICES:

Service Provider shall provide City with monthly invoices sufficiently evidencing Service Provider's expenses and completion of the Services. All invoices furnished to City by Service Provider shall be in a form approved by City. The payments specified shall be the only payments made to Service Provider for performance of the Services, including compensation for any Modification. Service Provider shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. NOTICE TO PROCEED:

Service Provider shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

8. TIME OF PERFORMANCE:

Service Provider warrants that it will commence performance of the Services within ten (10) calendar days of the date the Agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

9. CITY ASSISTANCE TO SERVICE PROVIDER:

{Intentionally Omitted}

10. TIME AND PERSONNEL DEVOTED TO SERVICES:

Service Provider shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

11. PERFORMANCE BY QUALIFIED PERSONNEL; NO SUBCONTRACTING:

Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Service Provider. Service Provider will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Service Provider. Service Provider is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

11.1. 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, some work performed under the Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations ("DIR"). Some 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. REPRESENTATIONS OF SERVICE PROVIDER:

City relies upon the following representations by Service Provider in entering into this Agreement:

12.1. QUALIFICATIONS:

Service Provider represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Service Provider shall also ensure that all subcontractors are similarly licensed and qualified. Service Provider and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Service Provider represents and warrants to City that Service Provider shall, at Service Provider's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Service Provider to practice Service Provider's profession at the time the Services are rendered.

12.2. SERVICE PROVIDER PERFORMANCE:

Service Provider represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by providers of the Services to be provided. Service Provider shall adhere to accepted Service Provider standards as set forth by relevant Service Provider associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted Service Provider customs, procedures and standards for such Services. Service Provider agrees that, if a Service is not performed, in addition to all of its obligations under this Agreement and at law, Service Provider shall re-perform or replace unsatisfactory Service at no additional expense to City.

12.3. NO WAIVER OF CLAIMS:

The granting of any progress payment by City, or the receipt thereof by Service Provider, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Service Provider to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. CITY'S REMEDIES ARE CUMULATIVE:

Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Service Provider may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

12.5. NO CONFLICT OF INTEREST:

Service Provider represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. CONFORMITY WITH LAW AND SAFETY:

Service Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Service Provider must be in accordance with these laws, ordinances, codes and regulations. Service Provider’s failure to comply with any laws, ordinances, codes, or

regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

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

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

14. CONFIDENTIALITY:

Service Provider understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Service Provider may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Service Provider shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Service Provider written authorization to make any such disclosure, Service Provider shall do so only within the limits and to the extent of that authorization. Service Provider may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Service Provider agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Service Provider may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Service Provider shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

15. EXCUSABLE DELAYS; NOTICE TO OTHER PARTY OF DELAY:

Service Provider shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Service Provider. Force Majeure does not include: (a) Service Provider's financial inability to perform; (b) Service Provider's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Service Provider's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Service Provider.

16. ASSIGNMENT PROHIBITED:

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

17. SUSPENSION OF SERVICES BY CITY:

City reserves the right to suspend Service Provider's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Service Provider notice of such suspension and Service Provider shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Service Provider, the Service Provider shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Service Provider's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Service Provider shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Service Provider during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Service Provider within thirty (30) days of Service Provider resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Service Provider for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with "Arbitration of Disputes" of this Agreement. Such arbitration shall be commenced by the Service Provider no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

18. OWNERSHIP OF WORK PRODUCT:

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

All Products shall become the property of City irrespective of where located or stored, and Service Provider agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Service Provider's Services hereunder. Service Provider shall have no ownership interest in such Products.

All work product of Service Provider under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

When this Agreement is terminated, Service Provider agrees to return to City all documents, drawings, photographs and other written or graphic material, however produced, that it received from City, its contractors

or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

19. TERMINATION OF WORK BY CITY FOR ITS CONVENIENCE:

City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Service Provider. In the event City shall give such notice of termination, Service Provider shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

A. Service Provider shall deliver copies of all Products prepared by it pursuant to this Agreement.

B. If City terminates this Agreement for convenience before City issues the Notice to Proceed to Service Provider or before Service Provider commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Service Provider. If City terminates this Agreement after City has issued the Notice to Proceed to Service Provider and after Service Provider has commenced performance under this Agreement, City shall pay Service Provider the reasonable value of the Services rendered by Service Provider pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services. Service Provider shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Service Provider prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Service Provider prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with "Arbitration of Disputes" of this Agreement.

C. Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Service Provider after the date of the notice of termination.

20. ASSURANCE OF PERFORMANCE:

If, at any time, City believes Service Provider may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Service Provider for written assurances of performance and a plan to correct observed deficiencies in Service Provider's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

21. CANCELLATION FOR BREACH BY EITHER PARTY:

Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Service Provider did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Service Provider's failure to

perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Service Provider.

City shall not in any manner be liable for Service Provider's actual or projected lost profits had Service Provider completed the Services required by this Agreement.

22. NON-DISCRIMINATION:

In its performance of the Services, Service Provider shall adhere to City's Equal Employment Opportunity Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phases of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, or, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

23. ARBITRATION OF DISPUTES:

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

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

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

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

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

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

B. All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

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

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

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

24. INSURANCE COVERAGE:

During the Term, the Service Provider, at its own cost and expense, shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers admitted in California with a current A M Best's rating of no less than A-:VII and will provide City with written proof of said insurance. Service Provider shall maintain coverage as follows:

24.1. COMMERCIAL GENERAL LIABILITY:

Service Provider shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

24.2. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY:

Service Provider shall maintain workers' compensation insurance as required by the State of California under the Labor Code. Service Provider shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollars ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars ($1,000,000.00) limit for each employee's bodily injury by disease.

24.3. PROFESSIONAL LIABILITY:

Service Provider shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the amount of no less than Two Million Dollars ($2,000,000.00) per claim and in the aggregate or greater if appropriate for the Service Provider's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Service Provider shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

24.4. COMMERCIAL AUTOMOBILE LIABILITY:

Service Provider shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than One Million Dollars ($1,000,000.00) or greater per accident for owned, leased, hired, and non-owned, borrowed automobiles.

24.5. UMBRELLA OR EXCESS POLICY:

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

24.6. WAIVER OF SUBROGATION:

With the exception of Service Provider liability, Service Provider hereby agrees to waive subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Service Provider, its agents, employees, independent contractors and subcontractors. Service Provider shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Service Provider agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

25. ADDITIONAL INSURANCE REQUIREMENTS:

Within five (5) days of the Effective Date, Service Provider shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Service Provider shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Service Provider and shall be endorsed to state such; (c) cover products and completed operations of Service Provider, premises owned, occupied, or used by the Service Provider, or automobiles owned, leased, or hired or borrowed by the Service Provider; contain no special limitations on the scope of protection afforded to City; (d) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Service Provider's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

26. INDEMNIFICATIONS:

26.1. INDEMNIFICATION FOR PROFESSIONAL LIABILITY:

When the law establishes a professional standard of care for any portion of the Services provided under this Agreement, to the fullest extent permitted by law. Service Provider shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Service Provider or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Service Provider, or any direct or indirect subcontractor, employee, contractor, representative or agent of Service Provider, or anyone that Service Provider controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Service Provider, the Service Provider waives any and all rights of any type of express or implied indemnity against City and City's Agents.

26.2. INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY:

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

27. LIABILITY OF CITY:

Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

28. INDEPENDENT CONTRACTOR:

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

29. SERVICE PROVIDER NOT AGENT:

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

30. PAYMENT OF TAXES AND OTHER EXPENSES:

Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Service Provider.

31. NOTICES:

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

If to City:
City of Turlock
Attn: Will Richards, Acting Municipal Services Director
156 S. Broadway, Suite 270
Turlock, California 95380

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Service Provider:
Trane U.S., Inc.
Attn: Rami Mislih, Senior Account Manager
3026 North Business Park Ave - Ste 104
Fresno, California 93727

32. CITY CONTRACT ADMINISTRATOR:

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

Libba Hardwick, Staff Services Analyst
156 S. Broadway
Turlock, California 95380
Telephone: (209) 668-5373
E-mail: ehardwick@turlock.ca.us

33. INTERPRETATION:

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

34. USE OF CITY PROJECT NUMBER:

{Intentionally Omitted}

35. MODIFICATION:

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

36. WAIVER:

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

37. ASSIGNMENT:

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

38. AUTHORITY:

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

39. DRAFTING AND AMBIGUITIES:

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

40. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

41. VENUE:

Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

42. SEVERABILITY:

If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective

Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

43. EXECUTION AND COUNTERPARTS:

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

44. AUDIT:

City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Service Provider's charges to City under this Agreement.

45. ENTIRE AGREEMENT:

This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

46. SUPERSEDES PRIOR AGREEMENT:

It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

47. MANDATORY AND PERMISSIVE:

"Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

48. SUCCESSORS AND ASSIGNS:

All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

49. HEADINGS:

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

50. ATTORNEY'S FEES AND COSTS:

If any action at law or in equity not resolved pursuant to "Arbitration of Disputes" of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

51. NECESSARY ACTS AND FURTHER ASSURANCES:

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

52. TIME IS OF THE ESSENCE:

Time is of the essence in this Agreement for each covenant and term of a condition herein.

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

TRANE U.S. INC., a Delaware corporation

SIGNATURE

Chad Casteel

FULL NAME

Service Sales Leader

TITLE

7/2/2026

DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

Christopher Fisher

FULL NAME

Interim City Manager

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

Will Richards

FULL NAME

Acting Municipal Services Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

Katie O. Lucchesi

FULL NAME

City Attorney

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

Nichole Fiez

FULL NAME

City Clerk

TITLE

DATE SIGNED

Exhibits List

A - Exhibit A - Pricing

B - RFP Response and Methodology

C - RFP Qualifications and Experience

D - City of Turlock & SRWA Equipment & Filter List

Exhibit A

Exhibit A - Pricing

Exhibit A: Pricing

Semi-Annual PM Inspections

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total
1	City Hall	$2,788.00	2	Each	$5,576.00
2	City Hall Server Room	$1,318.00	2	Each	$2,636.00
3	City Hall Municipal Services Adm.	$3,119.00	2	Each	$6,238.00
4	Parks, Recreation & Public Fac.	$649.00	2	Each	$1,298.00
5	Senior Center	$1,309.00	2	Each	$2,618.00
6	Marty Yerby Recreation Center	$568.00	2	Each	$1,136.00
7	Rube Boesch	$568.00	2	Each	$1,136.00
8	Fire Station #1	$1,695.00	2	Each	$3,390.00
9	Fire Station #2	$568.00	2	Each	$1,136.00
10	Fire Station #3	$568.00	2	Each	$1,136.00
11	Fire Station #4	$568.00	2	Each	$1,136.00
12	Animal Control Shelter #1	$536.00	2	Each	$1,072.00
13	Animal Control Bldg. #2	$536.00	2	Each	$1,072.00
14	WQC Administration Building	$1,239.00	2	Each	$2,478.00
15	WQC Instrumentation Building	$513.00	2	Each	$1,026.00
16	WQC Electrical Maintenance Bldg.	$605.00	2	Each	$1,210.00
17	WQC Operator Building	$1,102.00	2	Each	$2,204.00
18	WQC Digester #5	$339.00	2	Each	$678.00
19	WQC Blower #1	$358.00	2	Each	$716.00
20	WQC Contractor Building	$770.00	2	Each	$1,540.00
21	WQC Acid Phase Electrical Room	$376.00	2	Each	$752.00
22	WQC Pump Station #1 Control Room	$376.00	2	Each	$752.00
23	WQC TID Control Room	$376.00	2	Each	$752.00
24	WQC Chlorine Building	$366.00	2	Each	$732.00
25	WQC Blower Building #2	$367.00	2	Each	$734.00
26	WQC Blower Building Electrical	$880.00	2	Each	$1,760.00
27	WQC Filter Pump Station	$330.00	2	Each	$660.00
28	WQC Electrical Building #8	$339.00	2	Each	$678.00
29	Fleet Maintenance Shop	$4,327.00	2	Each	$8,654.00
30	Utilities Maintenance Division	$1,199.00	2	Each	$2,398.00
31	Public Facilities Maintenance Bldg.	$1,199.00	2	Each	$2,398.00
32	Shipping & Receiving	$605.00	2	Each	$1,210.00
33	Police/Fire Training Range	$358.00	2	Each	$716.00
34	Police Shooting Range	$2,198.00	2	Each	$4,396.00
35	Dial-A-Ride (Transit Building)	$568.00	2	Each	$1,136.00
36	Harding Drain	$348.00	2	Each	$696.00
37	Pedretti Park	$385.00	2	Each	$770.00
38	Roger K. Fall Transit Center	$1,026.00	2	Each	$2,052.00
39	Public Safety Facility	$11,697.00	2	Each	$23,394.00
40	Well 38	$440.00	2	Each	$880.00
41	Quincy Storage Tank	$1,406.00	2	Each	$2,812.00
42	Columbia Pool	$2,750.00	2	Each	$5,500.00
	Total				$103,264.00

Quarterly Filter Change-Outs

The quarterly filter change-out pricing table reflects only two (2) quantities because those replacements are scheduled in coordination with the semi-annual PM inspections.

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total
49	City Hall	$2,063.00	2	Each	$4,126.00
50	City Hall Server Room	$598.00	2	Each	$1,196.00
51	City Hall Municipal Services Adm.	$2,400.00	2	Each	$4,800.00
52	Parks, Recreation & Public Fac.	$479.00	2	Each	$958.00
53	Senior Center	$764.00	2	Each	$1,528.00
54	Marty Yerby Recreation Center	$398.00	2	Each	$796.00
55	Rube Boesch	$398.00	2	Each	$796.00
56	Fire Station #1	$1,250.00	2	Each	$2,500.00
57	Fire Station #2	$416.00	2	Each	$832.00
58	Fire Station #3	$398.00	2	Each	$796.00
59	Fire Station #4	$398.00	2	Each	$796.00
60	Animal Control Shelter #1	$311.00	2	Each	$622.00
61	Animal Control Bldg. #2	$311.00	2	Each	$622.00
62	WQC Administration Building	$644.00	2	Each	$1,288.00
63	WQC Instrumentation Building	$233.00	2	Each	$466.00
64	WQC Electrical Maintenance Bldg.	$0.00	2	Each	$0.00
65	WQC Operator Building	$782.00	2	Each	$1,564.00
66	WQC Digester #5	$224.00	2	Each	$448.00
67	WQC Blower #1	$233.00	2	Each	$466.00
68	WQC Contractor Building	$0.00	2	Each	$0.00
69	WQC Acid Phase Electrical Room	$251.00	2	Each	$502.00
70	WQC Pump Station #1 Control Room	$251.00	2	Each	$502.00
71	WQC TID Control Room	$251.00	2	Each	$502.00
72	WQC Chlorine Building	$251.00	2	Each	$502.00
73	WQC Blower Building #2	$242.00	2	Each	$484.00
74	WQC Blower Building Electrical	$635.00	2	Each	$1,270.00
75	WQC Filter Pump Station	$0.00	2	Each	$0.00
76	WQC Electrical Building #8	$224.00	2	Each	$448.00
77	Fleet Maintenance Shop	$242.00	2	Each	$484.00
78	Utilities Maintenance Division	$2,400.00	2	Each	$4,800.00
79	Public Facilities Maintenance Bldg.	$2,400.00	2	Each	$4,800.00
80	Shipping & Receiving	$0.00	2	Each	$0.00
81	Police/Fire Training Range	$1,313.00	2	Each	$2,626.00
82	Police Shooting Range	$1,313.00	2	Each	$2,626.00
83	Dial-A-Ride (Transit Building)	$398.00	2	Each	$796.00
84	Harding Drain	$233.00	2	Each	$466.00
85	Pedretti Park	$0.00	2	Each	$0.00
86	Roger K. Fall Transit Center	$746.00	2	Each	$1,492.00
87	Public Safety Facility	$3,665.00	2	Each	$7,330.00
88	Well 38	$0.00	2	Each	$0.00
89	Quincy Storage Tank	$943.00	2	Each	$1,886.00
90	Columbia Pool	$0.00	2	Each	$0.00
	Total				$56,116.00

Boiler Maintenance

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total
100	Public Safety Facility - Annual Boiler Tuning as per Section 1.1 (d)	$2,010.00	1	Each	$2,010.00
101	Public Safety Facility - Biannual Boiler Water Treatment as per Section 1.1 (e)	$560.00	2	Each	$1,120.00
102	Columbia Pool - Annual Boiler Preventative Maintenance as per Section 1.1 (f)	$930.00	1	Each	$930.00
	Total				$4,060.00

Close-Loop System Annual Maintenance

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total
103	Public Safety Facility - Maintenance of Close-Loop System as per Section 1.1 (g) including pressure regulator valve replacement annually	$2,860.00	1	Each	$2,860.00
	Total				$2,860.00

Hourly Rates

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total
109	Standard Hourly Rate	$205.00	1	Hour	$205.00
110	Overtime Hourly Rate	$307.50	1	Hour	$307.50
	Total				$512.50

Various Frequency Inspections - City Locations

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total
97	Fleet Maintenance CNG Shop - Four (4) Evaporator Coolers - Annual PM Inspection	$1,060.00	1	Each	$1,060.00
98	Fire Station No. 1 - Two (2) Mini Split Units - Quarterly PM Inspections	$795.00	4	Each	$3,180.00
99	City Hall, 2nd Floor Computer Server Room - Three(3) units: Carrier/Split Liebert & VaPure Chemical - Monthly PM Inspection	$1,760.00	12	Each	$21,120.00
	Total				$25,360.00

Ice Machine Bi-Annual Preventative Maintenance

Line Item	Description	Unit Cost	Quantity	Unit of Measure	Total
104	Senior Center	$440.00	2	Each	$880.00
105	Public Safety Facility	$440.00	2	Each	$880.00
106	Pedretti Park	$440.00	2	Each	$880.00
107	Corporation Yard	$440.00	2	Each	$880.00
108	Utility Maintenance Shop	$440.00	2	Each	$880.00
	Total				$4,400.00

Exhibit B

RFP Response and Methodology

2. METHODOLGY SECTION

Trane will perform the Preventative Maintenance, Filter Change-Out, and Repair Services for HVACR and Boiler Units through a structured service delivery model built on disciplined project management, rigorous quality controls, responsive local support, and clear accountability.

Our implementation approach is specifically designed to support the City of Turlock's and SRWA's requirements for operational reliability, timely service, regulatory compliance, and cost-effective maintenance of critical building systems.

At contract initiation, Trane will conduct a formal kickoff meeting with designated City and SRWA representatives to confirm asset coverage, facility access procedures, communication protocols, escalation paths, scheduling preferences, invoicing requirements, and service priorities. This startup phase will also include verification of the equipment inventory, review of site-specific operational constraints, and confirmation of priority facilities, including Public Safety and Water Quality Control locations that require additional summer inspection support.

Following mobilization, Trane will establish a preventative maintenance schedule aligned with the RFP requirements. This will include Spring and Fall inspections for covered HVACR and boiler assets, plus Summer inspections for designated priority facilities. Work will be coordinated in advance with City staff to minimize disruption to operations and to ensure access to each location. Trane will deploy qualified local technicians supported by regional technical resources, enabling both continuity of service and access to broader subject matter expertise when specialized diagnostics or system support are needed.

Trane's service methodology includes standardized maintenance protocols, digital work documentation, and supervisory oversight to ensure consistency and compliance across all service visits. Preventative maintenance activities will be performed in accordance with the Scope of Work and will include, as applicable, filter replacement, inspection of electrical components and controls, lubrication of moving parts, coil and drain maintenance, calibration of safety and operational controls, and identification of deficiencies requiring corrective action. Each visit will be documented through service records that capture completed work, findings, recommended repairs, and any follow-up actions.

For unscheduled repairs, Trane will provide responsive service supported by local dispatch capability, trained service personnel, and access to a broad parts and supply network. Our repair approach emphasizes accurate diagnosis, root-cause resolution, and effective communication with the City regarding issue severity, recommended corrective action, and expected resolution timelines. Where repair work requires authorization, Trane will coordinate promptly with the City's designated representative before proceeding.

Project and service controls will include the following:

- assignment of a dedicated Trane point of contact for overall coordination;
- advance scheduling and communication for recurring maintenance visits;
- standardized inspection and maintenance checklists;
- digital service reports for transparency and recordkeeping;
- issue tracking for identified deficiencies and recommended follow-up;
- coordination protocols for urgent service needs; and
- periodic Asset Planning review with City and SRWA representatives.

This implementation model allows Trane to provide a dependable, scalable service program that supports uptime, asset longevity, occupant comfort, and continuity of essential municipal operations.

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Client Satisfaction and Scope of Work Fulfillment

Trane's approach to client satisfaction is grounded in responsiveness, technical excellence, transparent communication, and long-term partnership. For the City of Turlock and SRWA, our objective is not only to complete the services identified in the Scope of Work, but to do so in a way that reduces operational burden, supports critical facility performance, and provides confidence that systems are being maintained proactively and professionally.

Client satisfaction will be supported through several key practices:

- **Proactive communication:** Trane will provide timely scheduling notices, service updates, repair recommendations, and documentation following each visit.
- **Dedicated account support:** The City will have a clear point of contact for service coordination, issue escalation, and contract-level support.
- **Reliable local presence:** Trane's local service capability enables responsive field support and familiarity with regional operating conditions and customer expectations.
- **Technical depth:** Trane can draw on a wide range of HVAC, controls, and systems expertise to support complex troubleshooting, equipment optimization, and long-term maintenance planning.
- **Documentation and transparency:** Each service event will be recorded and communicated clearly, allowing the City to maintain accurate maintenance records and track recommendations over time.
- **Continuous improvement:** Trane will review recurring issues, repair patterns, and service trends with the City to identify opportunities to improve reliability, reduce emergency calls, and support lifecycle planning.

In satisfying the Scope of Work, Trane will place particular emphasis on the operational needs of critical facilities. The RFP's requirement for additional Summer inspections at Public Safety and Water Quality Control facilities reflects the importance of uptime at these sites, and Trane will prioritize scheduling, inspection quality, and rapid response accordingly.

Trane's combination of local responsiveness, disciplined service processes, and enterprise-level technical support positions us to meet the City's performance expectations while delivering a high standard of customer service throughout the term of the agreement.

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City Staff Responsibilities and Division of Roles

Trane's service model is designed to minimize the administrative burden on City and SRWA staff while maintaining the coordination necessary for safe, efficient, and timely contract performance. Successful execution of the Scope of Work will depend on a collaborative approach in which City staff provide access, operational guidance, and timely approvals, while Trane assumes responsibility for planning, execution, documentation, and technical service delivery.

City and SRWA staff will be asked to support the contract in the following areas:

- designate an authorized primary contact(s) for service coordination and approvals;
- provide site access to covered facilities, equipment rooms, rooftops, and restricted areas as needed;
- communicate location-specific scheduling constraints, safety requirements, and operational considerations;
- identify priority spaces, critical systems, and any occupancy concerns that may affect service timing;
- review and approve repair recommendations or out-of-scope work requiring authorization;
- notify Trane of service concerns, equipment issues, or changes in covered assets; and

Trane staff will be responsible for the following:

- developing and managing the preventative maintenance schedule required by the contract;
- performing all maintenance, inspections, filter change-outs, and repair services included in the Scope of Work;
- documenting service activity, deficiencies, and recommendations;
- coordinating technicians, parts, tools, and subcontract support if needed;
- communicating service findings and repair needs to City representatives;
- responding to unscheduled service requests and urgent repair situations; and
- supporting contract reporting, performance review, and service continuity.

The division of responsibilities is summarized below.

Task/Responsibility	City/SRWA Role	Trane Role
Contract coordination	Designate point of contact; provide direction as needed	Provide service manager/account lead; coordinate execution
Facility and equipment access	Provide access, escorts, and site requirements	Schedule visits and coordinate technician access
Preventative maintenance scheduling	Review site availability and constraints	Develop and manage maintenance calendar
Filter change-out and inspections	Provide access and operational guidance	Perform required maintenance and document completion
Repair authorization	Review and approve as required	Diagnose issues, recommend action, and complete approved repairs
Emergency or urgent service calls	Notify Trane and identify priority impacts	Dispatch technicians and perform corrective service
Equipment and facility updates	Communicate changes to assets or usage	Adjust service planning and maintenance approach
Service review and reporting	Participate in periodic review	Provide reports, findings, trends, and recommendations

This shared approach ensures that City personnel retain appropriate oversight and operational control, while Trane provides the technical leadership, service labor, and management systems required to execute the work effectively.

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Alternative Procurement and Service Delivery Approaches

To maximize time- and cost-effective operations, Trane can support the City through alternative procurement pathways such as **OMNIA Partners, CMAS, other eligible cooperative purchasing vehicles**, where permitted by applicable law and City procurement policy. These procurement methods provide the City with access to **pre-competed, pre-vetted pricing and contract terms**, which can significantly reduce the time and administrative effort required to procure needed services, equipment, repairs, and related solutions.

By utilizing cooperative purchasing vehicles, the City may be able to accelerate project initiation, respond more quickly to urgent maintenance or repair needs, and reduce the internal resources required for separate bid development, solicitation, evaluation, and award processes. This can be especially valuable when the City must address critical facility issues, aging equipment, operational continuity concerns, or time-sensitive improvement opportunities.

In addition to procurement efficiency, these contract vehicles can support **greater cost effectiveness** by leveraging competitively solicited pricing structures and standardized contractual frameworks. This helps provide budget predictability, reduces procurement cycle time, and enables the City to move more efficiently from identified need to implementation. For ongoing HVAC maintenance, repair, controls support, equipment upgrades, or related building solutions, these purchasing methods can also create a more streamlined path for future service continuity and phased improvements.

From a service delivery perspective, Trane's ability to pair these procurement options with its **local service presence, technical resources, controls expertise, parts support, and broader organizational capabilities** provides the City with a flexible and scalable delivery model. This allows Trane to support routine preventive maintenance, urgent repairs, system optimization, energy-related improvements, and longer-term capital planning within a coordinated framework. Alternative service delivery approaches may also include:

- Phased implementation strategies based on facility priority and equipment criticality;
- Bundled service and repair programs that improve coordination and reduce administrative burden;
- Controls and system optimization support to improve performance beyond individual repairs;
- Lifecycle planning and asset condition reviews to better inform future capital decisions; and
- Ongoing service review and performance discussions to align support with City operational goals.

Taken together, these alternative procurement and service delivery methods can help the City improve responsiveness, reduce procurement lead times, maintain competitively sourced pricing, and enhance long-term operational performance.

Trane views these capabilities as an important advantage in supporting public-sector clients that require both procurement flexibility and dependable service execution.

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Exhibit C

RFP Qualifications and Experience

1. QUALIFIATIONS OF KEY PERSONAL AND EXPERIENCE

Trane does much more than manufacture high quality, reliable HVAC equipment. That equipment simply provides the means Trane has been a leader in the industry well over 100 years! We're focused on providing commercial and industrial indoor environment and climate solutions, energy and sustainability services, and building automation systems that enable you to reduce your total carbon footprint and meet your environmental sustainability goals. The Trane difference is we deploy a depth and breadth of expertise, backgrounds, and perspectives to both innovate new technologies and individualized solutions that get it right for both the customer today and the world tomorrow.

Our engineers and technical specialists can provide the support to help you achieve the most cost-effective performance from your system—from its first day of operation through the day it needs replacement. As a global company and industry leader, Trane brings an abundance of collective knowledge to your building. More than 750 Trane employees are LEED®-certified professionals and 145 are AEE-certified energy managers. Top industry engineers, technicians, and support staff help you optimize the operation of your indoor climate control systems for as long as you own your building—that's the real advantage to working with Trane.

We're focused on providing commercial and industrial indoor environment and climate solutions, energy and sustainability services, and building automation systems that enable you to reduce your total carbon footprint and meet your environmental sustainability goals. The Trane difference is we deploy a depth and breadth of expertise, backgrounds, and perspectives to both innovate new technologies and individualized solutions that get it right for both the customer today and the world tomorrow.

Trane is the industry leader for service, repair and replacement of all manufactured makes and models of Heating, Air Conditioning, and Ventilation equipment. Whether you're installing new equipment, maintaining an existing system or completing upgrading your infrastructure, Trane can provide the expertise you need.

We have experience providing services for any size facility ranging from multi-state customers to single buildings. With every customer we bring the value of improving the quality of support and achieving significant cost savings. Value of services is improved asset life and equipment uptime creating higher productivity. Trane can repair, provide replacements, and optimize but not limited to the following:

- **Chillers - Air cooled and Water cooled**
  - Centrifugal Compressor
  - Reciprocating Compressor
  - Screw Compressor
  - Scroll Compressor
  - Absorption Chillers
  - Drive Line Replacement, Frequency Drives
- **Cooling Towers and Condensing Units**
- **Chilled Water and Condenser Water Pumps**
- **Motors and Motor Starters**
- **Rooftop and Unitary Units**
  (Electric, Gas-fired)
  - Heating
  - Cooling
  - Ventilation
- **Computer Room Air Conditioning**
- **Heating**
  - Boilers
  - Steam Systems
  - Radiant and convection Heat
  - Unit Heaters
- **Fans**
  - Ventilation
  - Exhaust
- **Air handlers**
  - Fans
  - Coils - heating and cooling
  - Dampers, Inlet Vanes
  - Frequency Drives
  - Motors
  - Variable Volume and Constant Volume, Air distribution, Terminal Units and Heat Pumps
  - Fan Coil Units, Unit Ventilators
- **Controls - pneumatic, digital automation**
- **Variable Frequency Drives**
- **Air Filtration**
- **Humidification**
- **Refrigerant Monitoring**
- **Energy Management Systems and Services**
  - Manage your facility for optimum energy efficiency
  - Energy Assessment
  - Building and Energy Performance
- **Turnkey and Replacements**
- **Trane Rental Services**
  - 24-hour availability to deliver and install temporary.
- **Indoor Environmental Quality**
- **Performance Contracting**

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RESPONSE TIME

Due to the complexity and attention to detail that is required for the City's HVAC Systems, we understand the importance of having a technical aptitude but also having the capabilities and urgency in providing high level of service. Our Goal is to provide immediate acknowledgement of a service request, and provide technician response within 4-6 hours of notification. Providing priority service that is available 24/7, giving your facility precedence during urgent situations.

We have a local presence to that will reduce turnaround time. In addition, we have implemented programs to ensure that you your calls and requests are responded to rapidly. This includes, your Account Manager, our service coordinators during the day, our 24-hour service line that can called upon at any time and day, and our service email. Trane has a firm policy that contract customers take priority over any other customer. In the event all the technicians are on other sites, the technician that is not a critical site and/or contract customer site will immediately be pulled off the job to respond to the service call.

MAINTENANCE MATERIALS / REPAIR PARTS

Every Technician shares a real time database with every Trane Parts Center and our Factory to show current inventory of any part that is in our massive part number system, therefore we instantly know if we have the part in our factory and/or other nearby parts centers and will be able to order the necessary parts immediately. Further reducing downtime

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Key Team Personnel:

You will have a consistent group of employees dedicated to your team and facilities needs. The individuals assigned to your Trane team possess deep professional knowledge and advanced technical skills in HVAC equipment and mechanical systems, Trane Tracer Summit / ES, controls and building automation systems, heating, refrigeration and airside systems. They will become familiar with your systems. And you'll gain a greater sense of security knowing that a limited number of vetted employees have access to your facility.

- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Normal Business Hours:
  - Days: Monday-Friday
  - Service Hours: 7:00am-5:00pm
  - Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and day after, Christmas Eve and Christmas Day
- After Business Hours:
  - Days: Monday – Friday, Saturday-Sunday
  - Service Hours: M-F 5:00pm-7am, Sat-Sun All Day
- Representative Contact information:

Rami Mislih
Senior Account Manager
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TRANE TECHNICIANS **17+ COMMERCIAL / LCU TECHNICIANS** **15+ APPLIED TECHNICIANS** **5+ BAS / EMS TECHNICIANS**	**AREA SERVICE MANAGER** **Billy Norstrom** **Email: WNORSTROM@Trane.Com** **Phone: (916) 577-1189**	**SERVICE SALES MANAGER** **Chad Casteel** **Email: chad.casteel@trane.com** **Phone: (916) 577-1189**

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Key Technician Personnel:

With Universal EPA Certification requirements, ongoing factory service bulletin training, and warranty training, our Trane Technicians stay current with the industry changes so that the latest troubleshooting and diagnostic approaches may be implemented at the City of Porterville sites.

Below is our team of technicians based out of the Fresno office. In the event additional manpower is needed our District employs an additional 70+ HVAC technicians and 10+ BAS/Controls technicians.

Technicians	Number of Technicians	Years	Training	Experience
Commercial / LCU	**17**	**1-15+**	HVAC College. Refrigeration, boilers, pumps, heat pumps, packaged rooftop, VRF, air cooled and water cooled chillers, building automation systems, indoor environment	Wide Variety of experience on multiple manufactures. Maintenance, installation, and repair of packaged rooftop equipment, split systems, pumps, air cooled and water cooled chillers, and cooling towers.
Applied	**15**	**1-20+**	Trane Factory and technical support, HVAC College. Refrigeration, boilers, pumps, heat pumps, gas packs, air cooled and water cooled chillers, building automation systems, cooling towers, and absorption chillers.	Wide Variety of experience on multiple manufactures. Maintenance, installation, and repair of packaged rooftop equipment, split systems, pumps, air cooled and water cooled chillers, and cooling towers.
BAS / EMS	**5**	**5-10+**	Trane Factory and technical support, HVAC College. Refrigeration, boilers, pumps, heat pumps, gas packs, air cooled and water cooled chillers, building automation systems, cooling towers, and absorption chillers.	Wide Variety of experience on multiple manufactures. Maintenance, installation, and repair of packaged rooftop equipment, split systems, pumps, air cooled and water cooled chillers, and cooling towers.

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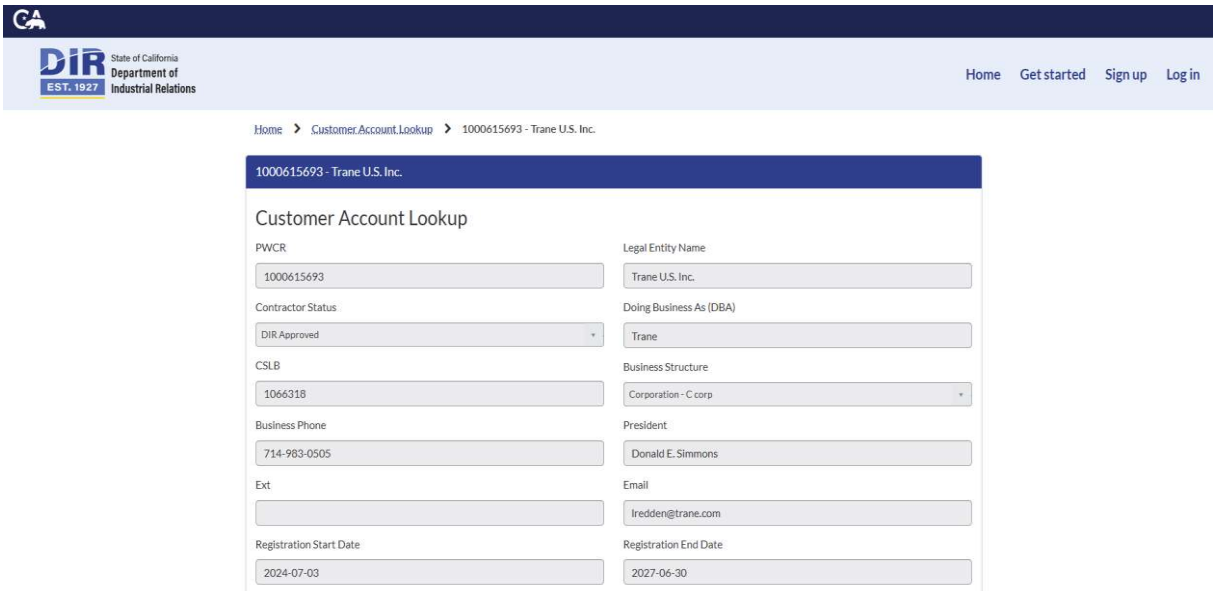

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Exhibit D

City of Turlock & SRWA Equipment & Filter List

City of Turlock Equipment & Filter List

Building	Unit #	Brand	Type	Model	Serial	Quantity	Filter Size
Senior Center 1191 Cahill St.		TRANE	Package	YSC06063ELB250	2112112982		
		CARRIER	Package	48FEDM08A25A5-0A0A0	1925P37533		
		CARRIER	Package	48NLUB4206050	3125F49801		
		CARRIER	Package	48FEDM08A25A5-0A0A0	1425P34822		
		Champion Cooler	Swamp Cooler	3000DD/N3D1	KD1001084		
City Hall 156 S. Broadway	1	Trane	Package	WSC120H3R0A050	203610250L	4	20X25X2
		American Standard	Condensing Unit (Split)	4A7A4024N1000AA	23193J483F		
	2	TRANE	Package	WHC092H3R0A2E07D1A1B	232410986L	2	16 X 24 X 2
						2	12 X 24 X 2
		Trane	Condensing Unit (split)	AC024X1021A	WEJP042724		
	3	Trane	Package	WSC120H3R0A050	203910545L	4	20 X 25 X 2
	4	Trane	Package	WSC120H3RA040	105010097L	4	20 X 25 X 2
	9	Trane	Package	WCD060C300BC	M19104586D	2	20 X 25 X 1
	7	York	Package	B3CH060A25C	NDJM049437	1	20 X 30 X 1
						2	14 X 30 X 1
	8	York	Package	B3CH060A25C	NDJM043922	1	20 X 30 X 1
						2	14 X 30 X 1
	5	Trane	Package	WSC120H3R0A030	190215455L	4	20 X 25 X 2
	6	Trane	Package	WSC120H3R0AO50	203810185L	4	20 X 25 X 2

Total Belts for City Hall	Total Filters for City Hall	
(5) A-55	2	16 X 24 X 2
(1) A-48	2	12 X 24 X 2
	20	20 X 25 X 2
	4	14 X 30 X 1
	2	20 X 30 X 1
	2	20 X 25 X 1

Municipal Services 156 S. Broadway	3	Carrier	Package	48HJD005-551	3602G40352	2	16 X 25 X 2
	4	Carrier	Package	48HJD006-541	3802G10293	2	16 X 25 X 2
	10	Carrier	Package	48HJD007-551	3802G10317	3	16 X 25 X 2
	Server Room	Liebert	Condensing Unit (Split)	DCSF104-P	0926C21566		
	12	Carrier	Package	48HJD006-541	4404G20269	2	16 X 25 X 2
	CU #1	Carrier	Split - Ductless	38HDC018341	40QAB024331		Washable
	CU #2	Carrier	Split - Ductless	38HDC018341	40QAB024330		Washable
	CU #3	Carrier	Split - Ductless	38HDC024331LA	40QAB02433		Washable
	9	Carrier	Package	48HJD009-541	3702G40755	4	16 X 20 X 2
	6	Carrier	Package	48HJD008-541	3702G50506	4	16 X 20 X 2
	7	Carrier	Package	48HJD006-541	3802G10295	2	16 X 25 X 2
	2	Carrier	Package	48HJD005-551	3802G40350	2	16 X 25 X 2
	8	Carrier	Package	48HJD007-551	3802G10313	3	16 X 25 X 2
	1	Carrier	Package	48HJD014AC-501AE	3702F78792	9	16 X 25 X 2
	11	Carrier	Package	48HGD007-551	3802G10316	2	16 X 25 X 2

Total Belts for Muni Services	Total Filters for Muni Services	
(2) A-36	27	16 X 25 X 2
(3) A-38	8	16X 20 X 2
(1) A-39		
(2) A-40		
(2) A-48		

Building	Unit #	Brand	Type	Model	Serial	Quantity	Filter Size
		(1) B-38					
WQC 901 S. Walnut		TRANE	Package	4WCY5042A1000AD	224114737L		
		TRANE	Package	4WCY5042A1000AD	224214322L		
		TRANE	Package	4WCY5042A1000AD	224114684L		
		Kenmore	Wall Unit	58075251500	602KAGSD1479		Washable
		Kenmore	Wall Unit		702TAWM05145		Washable
		Total Belts for WQC	Total Filters for WQC	20 X 20 X 1			
		(4) AX-38	11	20 X 20 X 1			
Instrumentation Bldg. 901 S. Walnut		Bard	Wall Unit	W60HA-A05	324F183555708		
		Kenmore	Wall Unit	58075251500	505KANY00951		Washable
Electrical 901 S. Walnut		Goodman	Wall Unit	RE1410C2D	9608318040		Washable
		Kenmore	Wall Unit	25370121010	KK04682453		Washable
		Kenmore	Wall Unit	25370251012	KK01696691		Washable
WQC Operators 901 S. Walnut		Bryant	Package	580JE06A072A2A0AAA	0914C57190	2	16 X 25 X 2
		Bryant	Package	580JE04A072A2A0AAA	4513C85313	2	16 X 25 X 2
		Bryant	Package	580JE06A072A2A0AAA	0914C57186	2	16 X 25 X 2
		Bryant	Package	580JE04A072A2A0AAA	0814C56314	2	16 X 25 X 2
		Total Belts for WQC Operators	Total Filters for WQC Operators	16 X 25 X 2			
		(4) AX-38	8	16 X 25 X 2			
Blower Building #1 901 S. Walnut		Carrier	Package	50HJQ006601	1101G20166	2	16 X 25 X 2
		Total Belts for Blower Building #1	Total Filters for Blower Building #1	16 X 25 X 2			
		(1) A-38	2	16 X 25 X 2			
Contractor Bldg. 901 S. Walnut		White Westinghouse	Wall Unit	WAH09EP2T2	JK81512229		Media
		White Westinghouse	Wall Unit	FAH106J2T2	JK11710531		Media
		White Westinghouse	Wall Unit	WAH09EP2T2	JK84725353		Media
		White Westinghouse	Wall Unit	WAH09EP2T2	JK81511514		Media
Digester #5 901 S. Walnut		Trane	Condensing Unit - Split	4TTR6018J1000AC	221367B21F		
		Trane	Air Handler	GAM5B0A18M11EAB	23053J5R1V	1	20 X 20 X 1
		Total Filters for Digester #5	1	20 X 20 X 1			
Animal Services 801 S. Walnut		Bard	Wall Unit	W36AB-A10XP4XXX	278B223942631-02	1	15 X 30 X 1
		Bard	Wall Unit	W36HB-A05MP4XXX	278N224025652-02	1	15 X 30 X 1
		York	Package	D3GA024N02806A	NEDMO42611	1	14 X 24 X 1
		Dayton	Heater	3E368E	106687887004		
		Total Filters for Animal Services	2	15 X 30 X 1			
			1	14 X 24 X 1			
Parks & Streets 701 S. Walnut		Carrier	Condensing Unit - Split	661CJ030-A	3095E23865	1	14 X 25 X 1
		BDP	Air Handler	FB4AMF030	0596A15495		
		Total Filters for Parks & Streets	1	14 X 25 X 1			
Fleet Maintenance 701 S. Walnut		York	Package	DZYS018N03206A	EDXM134188	2	10 X 20 X 1
						1	14 X 20 X 1
		Indeeco	Suspended Heaters	223-EA-01Q60			
		Indeeco	Suspended Heaters	223-EA-01Q60			
		Indeeco	Suspended Heaters	223-EA-01Q60			

Building	Unit #	Brand	Type	Model	Serial	Quantity	Filter Size
[illegible]		Indeeco	Suspended Heaters	223-EA-01Q60			
		Indeeco	Suspended Heaters	223-EA-01Q60			
		Indeeco	Suspended Heaters	223-EA-01Q60			
		10	Water Coolers			40 Rolls	32 X 36 Pads
		Total Filters for Fleet Maintenance	2	10 X 20 X 1			
			1	14 X 20 X 1			
			40 Rolls	32 X 36 Pads			
Dial-A-Ride 701 S. Walnut		BARD		W24HY-A04XP4XXX	441K244229759-02	1	14 X 24 X 1
		BARD		W24HY-A04XP4XXX	441H234101551-02	1	14 X 24 X 1
		Total Filters for Dial-A-Ride	2	14 X 24 X 1			
Water Collections 701 S. Walnut		Kenmore	Wall Unit				Washable
		Kenmore	Wall Unit				Washable
		Goodman	Condensing Unit - Split	CK30-1B	9511097233		
		Goodman	Air Handler	GMP050-3	9405009828	1	20 X 25 X 2
		2	Water Coolers			8 Rolls	30 X 36 Pads
		Total Filters for Water Collections	1	20 X 25 X 2			
			8 Rolls	30 X 36 Pads			
Shipping / Receiving 701 S. Walnut		Goodman	Wall Unit	RC18090621	9705399988		Media / Washable
		Dayton	Heater	3E368E	P03G011084		
		Whirlpool	Wall Unit				Washable
Shooting Range 701 S. Walnut		Trane	Package	WCC030F100BG	319144A1H	1	14 X 20 X 1
						1	14 X 25 X 1
		Total Filters for Shooting Range	1	14 X 20 X 1			
			1	14 X 25 X 1			
Fire Station #2 791 S. Walnut		York	Package	B1HA036A25B	NON6305320	3	14 X 25 X 1
		Carrier	Package	50JS-036-501	0608G41046	1	20 X 25 X 1
		Total Filters for Fire Station #2	3	14 X 25 X 1			
			1	20 X 25 X 1			
Fire Station #3 501 E. Monte Vista		Trane	Condensing Unit - Split	TTA036A30040	D11205389		
		Trane	Air Handler	PG8JAA036090AFJA	2812A15280	1	14 X 25 X 1
		Heil	Condensing Unit - Split	CA5536UHD3	CBA036HB3		
		York	Air Handler	P3HUB12N08001A	ENGM494503	1	14 X 25 X 1
		Total Filters for Fire Station #3	2	14 X 25 X 1			
Fire Station #4 2820 N Walnut		Trane	Package	WSC036H3R0A2F01DA1B000000000F0000000000	234110503L		
		Trane	Package	WSC036H3R0A2F01D1AB0	234110659L		
Rube Boesche Center 275 N. Orange		BDP	Air Handler	518A060	1885C83257	1	16 X 25 X 1
		BDP	Condensing Unit - Split	565BB060	565BBX0600		
		Lennox	Air Handler	Q1203110-1	5872E01436	1	20 X 25 X 2
		Lennox	Condensing Unit - Split	5172F01271	H584113FFA		
		Total Filters for Rube Boesche	1	14 X 25 X 1			
			1	20 X 25 x 2			
Marty Yerby Recreation 600 Columbia		Trane	Condensing Unit - Split	TTB048D100A1	2182KSA5F		Media
		Day & Night	Air Handler	48CVHGFC-608	JEFMA24728		
		Bryant	Condensing Unit - Split	Z13RNA030-B	0408E17735		Media
		Day & Night	Air Handler	48CVHFC-608	CEFMA12663		

Building	Unit #	Brand	Type	Model	Serial	Quantity	Filter Size
Parks & Recreation 144 N. Broadway		Bryant	Package	582APW042060NAAG	0204G30888	5	20 X 20 X 1
		Bryant	Package	582APW042060NAAG	0204G30887	6	20 X 20 X 1
		Total Filters for Parks & Recreation	11	20 X 20 X 1			
Fire Station #1 540 E. Marshall		Carrier	Air Handler	FX4CNF030	4906A68404	1	16 X 20 X 1
		Carrier	Condensing Unit	25HPA430A300	0807E18762		
		Carrier	Air Handler	58CTX110-12122	4606A32493	1	20 X 25 X 1
		Carrier	Condensing Unit	38HDR060-311	1907X91000		
		Carrier	Air Handler	58CTX1100-12122	4606A32403	1	20 X 25 X 1
		Carrier	Condensing Unit	38HDR060-311	1907X90998		
		Carrier	Air Handler	58CTX045-12	1007A19036	1	16 X 25 X 1
		Carrier	Condensing Unit	38HDR030-301	2706X91164		
		Carrier	Air Handler	58CTX045-12	4606A16913	1	16 X 25 X 1
		Carrier	Condensing Unit	38HDR030-301	3106X92168		
		Mitsubishi	Ductless Unit - Air Handler	MSZA15NA	7000022		Washable
		Mitsubishi	Condensing Unit	MUZA15NA	7000869T		
		Carrier	Ductless Unit - Air Handler	40QNC012-3	1507Y42337		Washable
		Carrier	Condensing Unit	38HDV012-3	1507Y00317		
		Total Filters for Fire Station #1	1	16 X 20 X 1			
			2	20 X 25 X 1			
			2	16 X 25 X 1			
Pedretti Park 2400 N. Tegner		1	Water Cooler			4 Rolls	32 X 36 Pads
		Total Belts for Pedretti Park	Total Filters for Pedretti Park				
		(1) A-67	4 Rolls	32 X 36 pads			
Acid Phase Electrical Room 901 S. Walnut		Bryant	Package Unit	548JE07A000A2A0AAA	1213C78416	4	16 X 16 X 2
		Total Belts for Acid Phase Electrical	Total Filters for Acid Phase Electrical				
		(1) AX-43	4	16 X 16 X 2			
Pump Station #1 Control Room 901 S. Walnut		York	Package Unit	WP120C00R4AABAA1A1	N2G5380394	4	20 X 24 X 2
		Total Belts for Pump Station #1	Total Filters for Pump Station #1				
		(1) AX-56	4	20 X 24 X 2			
Electrical Control Room 901 S. Walnut		Bryant	Package Unit	548JEO7A000A2A0AAA	1213C78419	4	16 X 16 X 2
		Total Belts for TID Control Room	Total Filters for TID Control Room				
		(1) AX-43	4	16 X 16 X 2			
Chlorine Building 901 S. Walnut		Bryant	Package Unit	548JE08D000A2A0AAA	0213G30201	4	20 X 20 X 2
		Kenmore	Wall Mount				Washable
		Total Filters for Chlorine Building	4	20 X 20 X 2			
Blower Building #2 901 S. Walnut		York	Package Unit	J03XPC00N4SZZ10002C	N1H3010984	1	14 X 25 X 2
						2	15 X 20 X 2
		Total Belts for Blower Building #2	Total Filters for Blower Building #2				
		(1) A-37	1	14 X 25 X 2			
			2	15 X 20 X 2			
Blower Bldg. Electrical Control Room		York	Package Unit	J10XPC00N4SZZ50001A	N1H3010925	4	20 X 24 X 2
		York	Package Unit	J10XPC00N4SZZ50001A	N1H3010924	4	20 X 24 X 2
		York	Package Unit	B2HZ024A06B	W1E3727744	2	14 X 24 X 1

Building	Unit #	Brand	Type	Model	Serial	Quantity	Filter Size
901 S. Walnut		Total Belts for Blower Building Elec	Total Filters for Blower Building Elec				
		(2) A-54	8	20 X 24 X 2			
			2	14 X 24 X 1			
Filter Pump Station 901 S. Walnut		Kenmore	Wall Mount				Washable
Shooting Range Police Services 701 S. Walnut		Carrier	Split Ductless	38MVQ009-1	1708B1G493		Washable
		Carrier	Package Unit	50SZ-048-301	0708G11958	2	16 X 20 X 1
		Carrier	Package Unit	50SZ-048-301	2708G411717	2	16 X 20 X 1
		Carrier	Package Unit	50JS-036-501	0806GE1141	1	20 X 20 X 1
		Carrier	Package Unit	50J6-036-501	0706G31215	1	20 X 20 X 1
		Carrier	Package Unit	50SZ-048-301	0708G11961	2	16 X 20 X 1
		Carrier	Package Unit	50SZ-048-301	1508G51088	2	16 X 20 X 1
		Carrier	Split Ductless	38MVQ009-1	1208V06684		Washable
		Total Filters for Shooting Range	8	16 X 20 X 1			
			2	20 X 20 X 1			
Quincy Storage Tank 3500 N Quincy		Trane	package	THH240G4R0D1907D1	222110254D		
		Trane	package	THH240G4R0D1907D1	222110253D		
		Trane	package	WHC060H4REA01D1	223112104L		
Well 38 - 2919 W. Christofersen Pkwy		Kooltronic		K3NA6C26DP60L	J20A2060		
		Kooltronic		K3NA6C26DP60L	*N/A*		
Electrical Building #8 WQC – 901 S Walnut Rd		Bard	package	W60HA-C15XP1XXR	326D183536406-02		
Harding Drain Pump – 3220 S Prairie Flower Rd.		Trane	package	TTA073D400AA	13155NJYYA		
Columbia Pool – 600 Columbia St.		Lochinvar Boiler	Boiler	OFN2001	2351137071859		
		FRIEDRICH	AC/HEATER	PDH12K3SGR3	2305C00492		
		FRIEDRICH	AC/HEATER	PDH07K3SG-A	2310C02444		
		FRIEDRICH	AC/HEATER	PDH07K3SG-A	2207C00778		

FC System	Manufacturer	Model	Quantity & Filter Size	Belts	Area Serviced
AC-1	McQuay	RPS080D	16 X 25 X2 Merv 7, Qty. 28	Yes	1st Floor
AC-2	McQuay	RPS080D	16 X 25 X2 Merv 7, Qty. 28	Yes	1st Floor
AC-3	McQuay	RPS080D	16 X 25 X2 Merv 7, Qty. 28	Yes	2nd Floor
AC-4	McQuay	RPS080D	16 X 25 X2 Merv 7, Qty. 28	Yes	2nd Floor
HF-1	Camfil Farr	30/30	Prefilter 24 x 24 30% Qty. 1, Bag filter 24Z24Z12 Qty. 1	N/A	Crime Lab Fume Hood
B-1	Raypark	1802	H9-1802BE	1108328252	Heating Hot Water
B-2	Raypark	1802	H9-1802BE	1108328251	Heating Hot Water

Building	Unit #	Brand	Type	Model	Serial	Quantity	Filter Size
Public Safety Facility 244 N. Broadway	P-1	Bell & Gossett	1510-2BC	2BV8.5BF	PHO11030A		Heating Hot Water
	P-2	Bell & Gossett	1510-2BC	2BV8.5BF	PHO11030B		Heating Hot Water
	CRAC-1	Liebert DS	VSD35ADA1E1PE10	20 X 25 X 4, Qty. 4	N24J010022		Server Room
	CRAC-2	Liebert DS	VSD35ADA1E1PE10	20 X 25 X 4, Qty. 4	N24J010023		Server Room
	CU-1	Liebert	CDF205-A	N/A	N/A		Server Room
	CU-2	Liebert	CDF205-A	N/A	N/A		Server Room
		Gree	Split A/C	UMAT24HP230V1AO	1322GS24120		Tower
			Split A/C	UMAT24HP230V1AO	1322GS24116		Tower
			Split A/C	UMAT24HP230V1AO	1322GS24117		Tower
	CU-1	Daikin	RZQ36MVJU	N/A	N/A		Tower
	EF-1	Greenheck	SWB-233-100	N/A	Yes		1st Floor
	EF-2	Greenheck	SWB-233-75	N/A	Yes		1st Floor
	EF-3	Greenheck	SWB-230-30	N/A	Yes		2nd Floor
	EF-4	Greenheck	SWB-230-30	N/A	Yes		2nd Floor
	EF-5	Greenheck	SWB-230-30	N/A	Yes		1st Floor Sally Port
	EF-6	Greenheck	SWB-213-15	N/A	Yes		1st Floor Booking Live/Scan
	EF-7	Greenheck	9-IPA	N/A	Yes		1st Floor Crime Lab Hood Exhaust
	EF-8	Greenheck	SWB-212-7	N/A	Yes		1st Floor Vehicle & Large Evidence

	FC System	Description	Model
Roger K. Fall Transit Center 1418 N. Golden State Blvd.	AC-1	4 Ton R410A PKGD Unitary Gas/Electric	YHC047E3RLA
	AC-2-4	3 Ton R410A PKGD Unitary Gas/Electric	YHC037E3RLA
	AC-2-4	3 Ton R410A PKGD Unitary Gas/Electric	YHC037E3RLA
	AC-2-4	3 Ton R410A PKGD Unitary Gas/Electric	YHC037E3RLA

	Unit #	Brand	Type	Model	Serial	Quantity	Filter Size	Building
SRWA 1235 Aldrich Road, Hughson	ADM-01	Daikin	VRV Condenser	REYQ144XAYDB	2301020570	4	20 x 20 x 2	Regional Water Treatment – Admin
	ADM-02	Daikin	VRV Evaporator	FXMQ48PBVJU	E015211	2	11 3/8 x 26 1/4 x 4	Regional Water Treatment – Admin
	ADM-03	Daikin	VRV Evaporator	FXMQ12PBVJU	E019548	2	11 3/8 x 19 x 4	Regional Water Treatment – Admin
	ADM-04	Daikin	Heat Pump Condenser	RXTQ36TAVJU9A	E007696	1	Washable	Regional Water Treatment – Admin
	ADM-05	Daikin	Heat Pump Evap	FXMQ15PBVJU	E010068	4	20 x 20 x 2	Regional Water Treatment – Admin
	ADM-06	Daikin	Heat Pump Evap	FXMQ12PBVJU	E019588	1	Washable	Regional Water Treatment – Admin
	ADM-07	Daikin	Heat Pump Evap	FXMQ18PBVJU	E021300	2	Washable	Regional Water Treatment – Admin
	ADM-08	Daikin	Split Evap	FXAQ24PVJU	E019559	1	11 3/8 x 26 1/4 x 4	Regional Water Treatment – Admin
	ADM-09	Daikin	Split Evap	FXAQ18PVJU	E023050	2	11 3/8 x 19 x 4	Regional Water Treatment – Admin
	ADM-10	Daikin	Split Evap	FXAQ18PVJU	E023149	2	11 3/8 x 19 x 4	Regional Water Treatment – Admin
	MR15-01	Trane	RTU	WHC102HYR0AY8LR	230512773L	4	20 x 25 x 2	Turlock Regional – M&R #15
	MR15-02	Daikin	Condenser	RX12RMVJU9A	E001472	1	Washable	Turlock Regional – M&R #15
	MR15-03	Daikin	Evaporator	FFQ12Q2VJU	J016381	1	Washable	Turlock Regional – M&R #15
	OZ40-01	Trane	RTU	TSJ120A4S000202C000010004	231412015L	3	16 x 24 x 2	Ozone Building #40
	OZ40-02	Cook	Exhaust Fan	135SQN135SQN-B	0085SK24382-01/0011701	2	18 x 24 x 2	Ozone Building #40
			Belt			1	A40	Ozone Building #40
	FW75-01	Trane	RTU	TSJ240A4S000202C000010004	230910422D	2	20 x 35 x 2	Finished Water Pump Station #75
	FW75-02	Trane	RTU	WHC036HYR0B2901C10006000E000F	230412878L	8	20 x 24 x 2	Finished Water Pump Station #75
	CH55-01	Daikin	Condenser	RX12AXVJU	K030928	4	16 x 25 x 2	Chemical Building #55
	CH55-02	Daikin	Evaporator	FTX12AXVJU	K022953	2	Washable	Chemical Building #55
	CH55-03	Trane	RTU	THC407EYR0A2906C10006000E	231015515L	4	16 x 25 x 2	Chemical Building #55

SRWA Raw Water Pump Station 1200 Geer Rd, Hughson		Trane	RTU	TSJ240A4S000202C000010004		2	20 x 35 x 2	Fox Grove
		Trane	RTU	WHC036HYROB2901C1000600E000F		4	25 x 25 x 2	Fox Grove
						4	14 x 25 x 2	Fox Grove
						3	18 x 24 x 2	Fox Grove
						3	18 x 18 x 2	Fox Grove
			Belt			2	A87	Fox Grove

City of Turlock Ice Machine Equipment List

Building	Brand	Type	Model	Serial
Senior Center 1191 Cahill St.	Costway	Ice Machine	FP10036US	2210000013
Public Safety Facility 244 N. Broadway	Vevor	Ice Machine	LB450TA	2511193858
Pedretti Park 2400 N. Tegner	Colton	Ice Machine	T60A	XWF09070395
Corporation Yard 701 S. Walnut Rd	Manitowic	Ice Machine	IDT1500N-261E	1121029006
Utility Maintenance Shop 701 S. Walnut Rd	Ice-O-Matic	Ice Machine	ICE0400HA6	1.70313E+13

City Council Staff Report

July 14, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Wayne York, Transit Manager
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submission of a Measure L Rail Services grant application to the Stanislaus Council of Governments (StanCOG) for FY 2026-27 and 2027-28 for the following project: On-Demand Rail Connectivity Project ($1,250,000).

2. NARRATIVE:

In early 2022, the City of Turlock submitted a Measure L Rail Services grant application to the Stanislaus Council of Governments (StanCOG) to fund an Amtrak Shuttle Pilot Project, providing demand-response service for residents of Turlock and Denair to the Turlock-Denair Amtrak Station. The City was successful with this application, which funded the bulk of operating and marketing costs for fiscal years 2022-23 through 2024-25. In FY 2025-26, StanCOG did not provide a scheduled call for projects and the City utilized carryover Local Transportation Funds (LTF) to maintain this important service.

In early 2026, at the request of the City and the Stanislaus Regional Transit Authority (StanRTA), StanCOG agreed to conduct a call for projects for a specific subset of Measure L funding: Rail Services. These funds are used for rail-related projects and activities, including connectivity to regional rail. The total available funding is $4,000,000 and the City is seeking $1,250,000 for the "On-Demand Rail Connectivity Project," a continuation of the City's existing On-Demand service mode. The total project cost is estimated at $2,210,958 for both FY 2026-27 and 2027-28 and includes all costs necessary to operate the service. The remainder of the project costs will be funded with LTF and passenger fares.

StanCOG requires a resolution of support from the City as a condition of applying for Measure L Rail Services funds. If approved, the City and StanCOG will enter into an agreement to govern the implementation of the project and use of Measure L funds.

The City is currently going through a Short-Range Transit Plan (SRTP) revision process that is evaluating all transit services provided by the City. Once this effort is completed in early 2027, the City should have a roadmap for a fiscally and operationally sustainable model moving forward, which is important because subsequent Measure L Rail Services calls for projects are expected to have much less grant funding available.

3. FISCAL IMPACT / BUDGET AMENDMENT:

If approved and awarded, it will result in $1,250,000 for On-Demand services in FY 2026-27 ($625,000) and 2027-28 ($625,000). No budget amendment is required. No General Fund monies will be used.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment” and therefore is not considered a project.

5. ALTERNATIVES:

A. Reject approval of the resolution. City staff does not recommend this approach because the Measure L Rail Services funds are currently available, intended for use with eligible projects such as this, and may ultimately be awarded to other agencies if the City elects to not apply for them.

B. Approve the resolution, but with an alternate scope or project. City staff does not recommend this approach because the On-Demand mode is an established service mode that meets the demand-response needs of Turlock and Denair residents. An alternate project would deprive the On-Demand service of critical funding needed to operate and would likely result in either a reduction or elimination of the service due to a lack of funding.

6. ATTACHMENTS:

1. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMISSION OF A MEASURE L RAIL SERVICES GRANT APPLICATION TO THE STANISLAUS COUNCIL OF GOVERNMENTS (STANCOG) FOR FY 2026-27 AND 2027-28 FOR THE FOLLOWING PROJECT: ON-DEMAND RAIL CONNECTIVITY PROJECT ($1,250,000)

RESOLUTION NO. 2026-

WHEREAS, the City of Turlock provides general public, origin-to-destination, On-Demand transit services to residents of Turlock and Denair since initially receiving Measure L Rail Services funding to initiate the service in 2022; and

WHEREAS, the initial Measure L Rail Services funding has been fully expended and current transit funding sources are insufficient to indefinitely maintain the current level of service for the On-Demand mode without alternate funding solutions; and

WHEREAS, the City of Turlock is seeking $1,250,000 in Measure L Rail Services funding for the "On-Demand Rail Connectivity Project" for FY 2026-27 and 2027-28, a continuation of existing On-Demand services, at a total estimated project cost of $2,210,958 across both fiscal years, with match funds comprised of Local Transportation Funds (LTF) and passenger fares.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock, State of California, authorizes the submission of a Measure L Rail Services grant application to the Stanislaus Council of Governments (StanCOG) for FY 2026-27 and 2027-28 for the following project: On-Demand Rail Connectivity Project ($1,250,000).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

July 14, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Stephen Fremming, P.E., Principal Civil Engineer
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Reaffirming the determination made by the City Manager in response to the emergency created by the inoperative freezer unit at the Animal Control Facility and finding that the emergency will not permit a delay resulting from a competitive solicitation for bids pursuant to Public Contract Code Section 22050(c)(2)

Resolution: Determining the construction of City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

2. NARRATIVE:

The City of Turlock Animal Control Facility features a walk-in freezer used to store evidence animals and to hold deceased animals prior to proper disposal. Proper handling of deceased animals is critical for evidence preservation and public health. Without use of the freezer, animal services staff must make frequent deliveries of deceased animals to Turlock Transfer for proper disposal, otherwise decomposition and odors are accelerated, leading to increased health and handling concerns.

The existing freezer stopped working on April 28th. It has been determined that the evaporator and condenser that serve the walk-in freezer cannot be repaired, and that these must be replaced in order to restore operation. In May 2026, City Engineering staff became involved in the project and learned that a building permit requiring engineered plans would be required for the replacement work. In parallel with the design effort, the Turlock Police Department staff sought approval from the City Manager to make an emergency declaration to procure the necessary equipment and services to replace the evaporator and condenser without giving notice for bids pursuant to the standard delivery process for public projects. An emergency declaration saves approximately one and a half months of time for completion of this project due to omitting the need for a longer bid solicitation process, approval of the agreement by the City Council, and obtaining a building permit prior to work commencing. The emergency declaration memo prepared by Police Department staff and signed by the City Manager is included as an attachment to this staff report.

An on-call design consultant, RED Architects, Inc., provided engineered stamped plans for the work. City engineering staff prepared an informal private bid solicitation and requested a bid from Champion Industrial Contractors of Modesto, California, who submitted a bid proposal in the amount of $20,880 on June 29, 2026 for the work encompassed in City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement." The bid solicitation process for this project is in compliance with Public Contract Code Section 22050 and the City's Resolution No. 2010-028 which delegates authority to the City Manager to declare an emergency to invoke emergency contracting procedures. As of the writing of

this staff report, it is estimated that construction will be complete by mid-August 2026.

Per Public Contract Code Section 22050(c)(2), the Council must determine at every regularly scheduled meeting after the declaration is made, by a four-fifths vote, that there is a need to continue the action until such time that conditions warrant that the continuing determination is no longer needed.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The total estimated project costs are displayed below.

	Amount
Preliminary Engineering *--City Staff*	$ 3,700.00
Engineering Design and Construction Services *--RED Architects, Inc.*	$ 8,800.00
Construction Contract *--Champion Industrial Contractors*	$ 20,880.00
Construction Contingency	$ 3,000.00
Construction Engineering *--City Staff*	$ 6,300.00
Total Estimate Project Costs	**$ 42,680.00**

The project is funded from Fund 119 (American Rescue Plan Act [ARPA]) account number 119-10-188.51270 "Construction Project."

Approximately $10,000 of the total project costs were expended in Fiscal Year 2025-26. There is adequate budget available in the current fiscal year for this project and no additional funding is necessary.

4. ENVIRONMENTAL DETERMINATION:

This project is exempt from CEQA per Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA) Guidelines, as this section of the guidelines exempts projects that involve replacement of existing facilities where located at the same site and having substantially the same purpose as the replaced facility.

5. ALTERNATIVES:

A. City Council could choose not to reaffirm the emergency declaration. This alternative is not recommended because the agreement has been approved and the emergency has not yet been resolved.
B. Provide staff with direction on how to proceed.

6. ATTACHMENTS:

1. Emergency Declaration
2. Draft Resolution

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CONSTRUCTION OF CITY PROJECT NO. 26-041 "ANIMAL CONTROL FREEZER EVAPORATOR AND CONDENSER REPLACEMENT" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15302 (REPLACEMENT OR RECONSTRUCTION) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement" involves replacement of existing infrastructure at the facility; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE CONSTRUCTION OF CITY PROJECT NO. 26-041 "ANIMAL CONTROL FREEZER EVAPORATOR AND CONDENSER REPLACEMENT" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15302 (REPLACMENT OR RECONSTRUCTION) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement" involves replacement of existing infrastructure at the facility; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 26-041 "Animal Control Freezer Evaporator and Condenser Replacement" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City Council Staff Report

July 14, 2026

From:	Katie Lucchesi, City Attorney
Prepared by:	George Petrulakis, Special Counsel-Transitional Legal Services
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 17 (Itinerant Vendors) and Adding Turlock Municipal Code Title 5 (Public Welfare, Morals, and Conduct) Chapter 29 (Sidewalk Vendors).

2. NARRATIVE:

This item proposes to amend Chapter 5-17 of the Turlock Municipal Code and add Chapter 5-29 to the Turlock Municipal Code to update the current regulatory framework regarding itinerant (also commonly, “door-to-door”) vendors and establish a comprehensive regulatory framework for sidewalk vendors. The proposed ordinance modernizes the City’s vendor regulations to align with current state law while maintaining appropriate local controls to protect public health, safety, and welfare.

On July 8, 2025, the City Council adopted Resolution No. 2025-134 to comply with Senate Bill 946, which significantly limited local regulation of sidewalk vendors. The bill required that any regulations must be based on objective health, safety, and welfare standards. The City utilized the option in state law to adopt the Sidewalk Vendor regulations by resolution instead of ordinance, since additional significant changes were expected in state law. Those changes were adopted in Senate Bill 635 (effective January 1, 2026), which further clarified and expanded protections for sidewalk vendors, including restrictions on permit requirements and enforcement mechanisms. Now that state law has settled, staff proposes to insert the sidewalk regulatory regime into the Turlock Municipal Code.

The proposed ordinance establishes two distinct regulatory frameworks. Chapter 5-17 governs itinerant vendors and largely retains the City’s existing permitting structure, including application requirements, background review, operational standards, and enforcement provisions administered by the Chief of Police. These provisions are intended to address traditional door-to-door solicitation and transient commercial activity occurring on private property, where the City retains broader regulatory authority.

Chapter 5-29 establishes a new, codified framework for sidewalk vendors that complies with state law. Consistent with Government Code sections 51036–51039, the ordinance limits regulation of sidewalk vendors to objective time, place, and manner restrictions that are directly tied to health and safety concerns. These include restrictions related to proximity to schools, driveways, and traffic areas; requirements to maintain ADA-compliant pedestrian access; operational limitations to reduce conflicts with vehicular traffic; and sanitation requirements to address litter, food waste, and stormwater impacts.

In addition, Chapter 5-29 establishes a ministerial sidewalk vending permit process that complies with state law by limiting the information that may be collected from applicants. The

application requirements are narrowly tailored to include identification, business licensing, seller's permit verification, insurance, and operational details, while expressly prohibiting the collection of immigration status, criminal history, or fingerprinting information as required by state law. Permit approval is based solely on objective criteria, and enforcement provisions are limited to administrative fines consistent with state law.

Chapter 5-29 also clarifies key definitions, including "Sidewalk Vendor," "Roaming Sidewalk Vendor," "Stationary Sidewalk Vendor," and "Private Property," to ensure consistency with state law and to reduce ambiguity in enforcement. It further establishes clear operational standards, including location restrictions, spacing requirements, hours of operation, and prohibitions on certain sales (e.g., tobacco, alcohol, and cannabis products), all of which are supported by documented health and safety findings.

By separating itinerant and sidewalk vendor regulations into two distinct chapters, the ordinance provides a clearer and more user-friendly regulatory structure. This approach ensures that the City's regulations are enforceable, consistent with state law, and responsive to local operational and public safety concerns.

The ordinance also provides for the repeal of Resolution No. 2025-134 upon the effective date of the ordinance, since the resolution would be superfluous.

3. FISCAL IMPACT / BUDGET AMENDMENT:

New and amended user fees will be proposed at a future Council Meeting, if needed, to ensure the financial impact of this ordinance is addressed.

4. ENVIRONMENTAL DETERMINATION:

This action is not subject to the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15378(b)(5) of the CEQA guidelines. This action consists of "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment" and therefore is not considered a project.

5. ALTERNATIVES:

1. Do not adopt the ordinance. 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.

2. Provide staff with alternative direction regarding changes to the proposed ordinance prior to adoption.

6. ATTACHMENTS:

1. Ordinance Amending TMC Title 5 Chapter 17 (Itinerant Vendors) and Adding Turlock Municipal Code Title 5 Chapter 29 (Sidewalk Vendors)
2. Resolution 2025-134

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) CHAPTER 17 (ITINERANT VENDORS) AND ADDING TURLOCK MUNICIPAL CODE TITLE 5 (PUBLIC WELFARE, MORALS, AND CONDUCT) CHAPTER 29 (SIDEWALK VENDORS)	}	**ORDINANCE NO. -CS**

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 established operational requirements for Sidewalk Vendors in the City to comply with SB 946 and protect the health, safety, and welfare of the community through the adoption of Resolution No. 2025-134; and

WHEREAS, Senate Bill 635 was signed into law in October 2025, further strengthening protections for Sidewalk Vendors; and

WHEREAS, the City now seeks to add regulations of Sidewalk Vendors to the Turlock Municipal Code; 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; and

WHEREAS, the City wishes to continue regulating Itinerant Vendors; and

WHEREAS, therefore, the City will update Chapter 17 Itinerant Vendors of Title 5 (Public Welfare, Morals, and Conduct) and add Chapter 29 Sidewalk Vendors to Title 5 (Public Welfare, Morals, and Conduct).

BE IT ORDAINED by the City Council of the City of Turlock as follows:

SECTION 1. ENVIRONMENTAL DETERMINATION: The Ordinance has been reviewed with respect to applicability of CEQA and the CEQA Guidelines. The Ordinance is not a project under CEQA Guidelines Section 15378(b)(5) because the Ordinance is an administrative activity that does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

SECTION 2. AMENDED: Title 5, Chapter 17 is hereby amended to read as follows:

Chapter 5-17
ITINERANT VENDORS

5-17-01. Purpose and 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.~~

(b) "Itinerant Vendor" means a person who engages in a temporary or transient commercial activity within the City by selling goods or services, or taking orders for future delivery of goods or services, and who does not operate from a permanent, established place of business within the City.

(1) An Itinerant Vendor conducts business by traveling from place to place, soliciting door-to-door, or operating from a temporary location on private property with the consent of the property owner.

(2) The term does not include a "Sidewalk Vendor," "Roaming Sidewalk Vendor," or "Stationary Sidewalk Vendor" as defined and regulated in T.M.C. Chapter 5-

29 and California Government Code section 51036.

~~(c) Repealed.~~

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

~~(e)~~(d) "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)~~(e) "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 Chapter 9-2 TMC (Zoning Regulations) and having obtained a permit from the Chief of Police.

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

(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.

~~(3)~~(4) Sidewalk Vendors, Roaming Sidewalk Vendor, or Stationary Sidewalk Vendor as defined in and regulated by TMC Chapter 5-29.

(c) Non-profit organizations as recognized by the State of California are not required to obtain an itinerant vendor permit but shall register their itinerant vendor activity with the City of Turlock Police Department pursuant to TMC § 5-17-16~~7~~.

~~**5-17-04. Street vendors. Repealed.**~~

5-17-0~~4~~5. 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 driver's license number; the applicant's valid Social Security number, individual taxpayer identification number, or municipal identification number;

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

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

~~(k)~~(j) 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)~~(k) 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.

5-17-0~~5~~6. 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.

5-17-0~~6~~7. 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 other California Counties 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 subsection (b) of this section. To qualify for a temporary permit, the itinerant vendor (1) shall file a permit application pursuant to this chapter; and (2) ~~shall reside in Stanislaus County or a county contiguous to Stanislaus County (3)~~ shall be subject to a background check of references and law enforcement agency records within Stanislaus County and ~~counties contiguous to Stanislaus County~~ other California Counties 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.

5-17-07~~8~~. 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.

5-17-08~~9~~. 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 TMC § 5-17-134 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 Services 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 Services 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.

5-17-0910. 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 of 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 TMC § 5-17-089.

(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.

5-17-101. 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.

5-17-112. 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.

5-17-123. Permits: Non-transferable.

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

5-17-134. 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.

5-17-145. Prohibited areas.

(a) Any permit issued pursuant to this chapter 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.

5-17-156. Permit: Renewal.

Any permit issued pursuant to this chapter 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 from time to time by resolution of the City Council.

5-17-167. Registration requirements for those organizations exempted pursuant to TMC § 5-17-03(c).

(a) Any organization not required to obtain permits pursuant to TMC § 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 subsection (a) of this section 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.

5-17-178. 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 chapter. 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 chapter 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) Each person who violates any provision of this chapter may be subject to the imposition and payment of an administrative fine(s) in accordance with Turlock Municipal Code Chapter 2-11.

(f) 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. ADDITION: Title 5, Chapter 5-29, is hereby added to read as follows:

Chapter 5-29

SIDEWALK VENDORS

5-29-01. Conditions and Restrictions Imposed on Sidewalk Vendor Permit; Health and Safety Justification.

(a) 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.

(b) 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:

(1) Reducing exposure to pedestrian versus vehicle contact;

(2) Ensuring better visibility of drivers entering or exiting driveways;

(3) Protecting access to public right-of-way by disabled persons to comply with the Americans with Disabilities Act;

(4) Ensuring safe pedestrian pathways in areas commonly utilized by pedestrians;

(5) 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;

(6) Reducing the chance pedestrians will enter vehicular Rights-of-Way or block the entrance or exit of a business;

(7) Reducing the danger that school children will enter into traffic and be injured or killed trying to reach a Vendor;

(8) 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;

(9) Reducing the possibility that drivers will be distracted in their line of site by a Vendor in the way of oncoming traffic;

(10) Causing visual distractions to the driving public;

(11) Cause excessive noise that disturbs the peace;

(12) Eliminating litter, refuse, and food waste from the public Right-of-Ways; and

(13) Reducing the likelihood of contamination deposited into the City's storm drain system.

5-29-02. Definitions.

(a) "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.

(b) "Food" means any type of edible substance or beverage intended primarily for consumption by human beings.

(c) "Immediate Vicinity" means within five hundred (500) feet.

(d) "Median" means roadway medians and parkway islands.

(e) "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.

(f) "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.

(g) "Roaming Sidewalk Vendor" means a Sidewalk Vendor who moves from place to place with stops to complete a transaction.

(h) "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.

(i) “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, public right-of-way, public property, or private property where the general public has access to the vendor. " Sidewalk Vendor" includes "roaming Sidewalk Vendor" and "Stationary Sidewalk Vendor."

(j) “Stationary Sidewalk Vendor" means a Sidewalk Vendor who vends from a fixed location.

(k) “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.

(l) “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.

(m) “Sidewalk Vending Permit” means a permit issued by the City of Turlock under this Article for the purpose of Sidewalk Vending.

(n) “Private Property” means any real property not owned, leased, or controlled by a federal, state, or local governmental agency, including, but not limited to, privately owned parking lots, shopping centers, commercial properties, residential properties, and common areas of private developments, whether or not such property is open to the public. For purposes of this Chapter, private property does not include public sidewalks, public rights-of-way, parks, or other property owned or controlled by a governmental agency.

5-29-03. Sidewalk Vending Permit Application.

(a) No person shall engage in, conduct, or carry on the business of operating as a Sidewalk Vendor without a Sidewalk Vending Permit issued under the provisions of this Article.

(b) Every person, prior to engaging in, conducting, or carrying on the business of operating as a Sidewalk Vendor, shall file an application for a Sidewalk Vending Permit with the City of Turlock, 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 City of Turlock and shall contain, at a minimum, the following:

(1) The legal name, current mailing address and telephone number of the applicant;

(2) If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;

(3) A copy of a California’s driver’s license or identification number, an individual taxpayer identification number, or a municipal identification 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; The application shall not inquire into or collect information about an individual's immigration or citizenship status or place of birth, shall not inquire into or collect information or documentation regarding an individual's criminal history, and shall not require an applicant to submit fingerprints, complete a LiveScan fingerprinting, or submit to a background check as part of an application for a permit for sidewalk vending.

(4) A description of the Food and/or merchandise for Vending;

(5) A description, map, or drawing of the areas in which the Sidewalk Vendor proposes to operate;

(6) The dimensions of the Vending cart;

(7) 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;

(8) A business license pursuant to Turlock Municipal Code Section 3-1.

(9) A current valid California seller's permit number pursuant to Section 6067 of the California Revenue and Taxation Code;

(10) 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;

(11) If a Vendor of Food, the Sidewalk Vendor must show proof of a California Food Handler Card and a Stanislaus County itinerant vendor permit;

(12) 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;

(13) 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

(14) Any other reasonable information regarding the time, place, and manner of the proposed Sidewalk Vending activities.

(c) Applications for Sidewalk Vending Permits shall be filed a minimum of thirty (30) days prior to the date requested for issuance of the Sidewalk Vending Permit. Renewal Sidewalk Vending Permit applications shall be filed a minimum of thirty (30) days prior to the expiration of any existing Sidewalk Vending Permit.

5-29-04. Criteria for Issuance or Denial of Sidewalk Vending Permit.

(a) The City of Turlock shall approve the issuance of a Sidewalk Vending Permit unless it is determined that:

(1) The applicant has failed to satisfy the objective Sidewalk Vending Permit requirements set forth in this Chapter, including, without limitation, required state or county permits and required insurance;

(2) The applicant has made a material misrepresentation in the application; or

(3) The applicant has failed to provide a complete application, after having been notified of the requirement to produce supplemental information or documents.

5-29-05. Sidewalk Vending 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 Sidewalk Vending Permit application under this Chapter.

5-29-06. Sidewalk Vending Permit Expiration.

A Sidewalk Vending Permit issued pursuant to this Chapter shall be effective for a period of one year from the date of issuance.

5-29-07. Regulations.

(a) The City shall restrict the hours of operation of Sidewalk Vendors to comply with the restricted hours of the businesses or City facilities wherein the Sidewalk Vendor is operating.

(b) Sidewalk Vendors shall operate in compliance with all applicable federal, state, county, and city laws, ordinances, and regulations.

(c) Sidewalk Vendors shall only conduct operations at locations approved by the City.

(d) 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 p.m. Monday through Friday.

(e) 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.

(f) 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.

(g) 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.

(h) 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:

(1) Within 500 feet from any freeway on-ramp or off-ramp.

(2) Within 10 feet of another Sidewalk Vendor.

(3) Within 100 feet of a residence.

(4) 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.

(5) Sidewalk Vendors are prohibited from operating within 15 feet of fire hydrants, bus benches, transit shelters, crosswalks, or driveways.

(i) 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:

(1) impedes public use of the Sidewalk or Right-of-Way as required by the Americans with Disabilities Act; or

(2) impedes access to or the use of abutting property, including, but not limited to, residences and places of business; or

(3) impedes emergency access for the Police, Fire Department, or medical personnel to any abutting property; or

(4) is located within 18 inches from the edge of the curb face; or

(5) Is located within the Driveway or Corner Clear Vision zones.

(j) 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.

(k) Sidewalk Vendors shall not Vend to customers in vehicles.

(l) The sale of alcohol, marijuana, adult-oriented material, tobacco products, electronic

cigarettes or products that contain nicotine, any product used to smoke/vape nicotine or marijuana, or any other illegal material or substances is prohibited.

(m) Vendors shall be present at all times while any Food, drink or merchandise is on display on a Sidewalk. Unattended Vending is prohibited.

(n) Vendors shall comply with all applicable noise ordinances, including but not limited to Turlock Municipal Code section 5-28.

(o) During the Turlock Certified Farmer' s Market, or any other event classified as a farmer's market, Sidewalk Vendors not associated with the Farmer's Market, or other events classified as a farmer's market, shall not operate within the Immediate Vicinity.

(p) During an event classified as a swap meet, Sidewalk Vendors not associated with the swap meet shall not operate within the Immediate Vicinity.

(q) 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.

(r) Sidewalk Vendors who Vend any Food, beverage, or liquid products must implement the following best management practices:

(1) Possess spill kits that are comprised of paper towels, cloth towels, or sand at all times while Vending;

(2) Remove all spill materials from the public Right-of-Way and Sidewalks once the spilled material is absorbed off the ground;

(3) 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;

(4) Properly dispose of grease; and

(5) 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.

(s) 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.

(t) Stationary Sidewalk Vendors are prohibited from operating or establishing in any residential zone of the City. This does not apply to Roaming Sidewalk Vendors.

(u) Vending carts shall not be left unattended by the Vendor or their staff.

(v) 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.

(w) No signs, balloons, or flags may be displayed on or off the site for promotional purposes all signage must be attached.

5-29-08. Inspection and Enforcement.

Representatives of the Police Department, Fire Department, Code Enforcement, the Planning Department, the Finance Department, or any other relevant City 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.

5-29-09. Violations.

(a)In accordance with State Law, a person found in violation of this Chapter shall be subject to the following, and except as provided in this Chapter, these provisions shall be the exclusive penalties applicable to violations of this Chapter:

(1) 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.

(2) Operating as a Sidewalk Vendor without a valid permit issued by the City:

(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.

(3) A Sidewalk Vendor may appeal an administrative fine pursuant to section 2-11 of the Turlock Municipal Code.

(4) A Sidewalk Vendor who has been issued an administrative fine pursuant to this Chapter 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.

(5) 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.

(6) All such fines collected under this Section shall be deposited into the General Fund.

5-29-10. Confidentiality and Nondisclosure of Personally Identifiable Information.

(a) Except as otherwise required by state or federal law, the City shall not provide voluntary consent to any individual to access, review, or obtain any City records obtained pursuant to this Article that include personally identifiable information of any Sidewalk Vendor without a subpoena or a valid judicial warrant. This subsection does not prohibit the City from challenging the validity of a subpoena or judicial warrant in a federal district court.

(b) The City and its personnel shall not disclose or provide in writing, verbally, or in any other manner, personally identifiable information of any Sidewalk Vendor obtained pursuant to this Article that is requested, except pursuant to a subpoena or a valid judicial warrant, or as required to administer the permit program, or to comply with a state law or state or federal court order.

(c) For purposes of this section, “personally identifiable information” includes an individual’s name, business name, home address, business address, birthdate, telephone number, business location, California driver’s license or identification number, individual taxpayer identification number, municipal identification number, government-issued identification number, consular identification, social media identifiers, employer identification number, business license number, seller’s permit number, social security number, Sidewalk Vending Permit or license number, known place of work, income and tax information, and any other information that would identify the individual.

(d) Personally identifiable information collected pursuant to this Article shall not be available to the public for inspection and shall be treated as confidential, including as exempt from disclosure to the extent permitted by applicable law.

SECTION 4. RESCISSION OF PRIOR RESOLUTION: Resolution No**.** 2025-134 is rescinded on the effective date of this Ordinance.

SECTION 5. VALIDITY: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this ordinance 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 ordinance. The City Council hereby declares that it would have adopted this ordinance 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.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2026.

SIGNED:

_____
AMY BUBLAK, Mayor

ATTEST:

_____
NICHOLE FIEZ, City Clerk,
City of Turlock, County of Stanislaus,
State of California

APPROVED AS TO FORM:

_____
KATIE O. LUCCHESI, City Attorney

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. 2025-134**

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 ate 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:	Abram, Bixel, Monez, Phillips, Bublak	(5)
NOES:	None	(0)
NOT PARTICIPATING:	None	(0)
ABSENT:	None	(0)

ATTEST:

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

City Council Staff Report

July 14, 2026

From:	Christopher Fisher, Municipal Services Director
Prepared by:	Julian Avila , Associate Civil Engineer
Agendized by:	John J. Murphy, DPA, ICMA-CM, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an Agreement with Ensure Utility Inc dba Phoenix Water Solutions, of Phoenix, Arizona in the amount of $1,603,290.00 and authorizing a construction contingency amount of $160,329 (10.0%) for the construction of City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" to be funded by Fund 420 "Water Enterprise".

Motion: Approving an Agreement with Willdan Engineering of Anaheim, California in the amount of $317,713.00 for construction management services for City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" to be funded by Fund 420 "Water Enterprise".

Resolution: Determining the award of bid for the construction of City Project No. City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

2. NARRATIVE:

On January 27, 2026, the City Council approved an agreement with Badger Meter, Inc. for the purchasing of water meters. These meters will be supplied as owner-provided material on future construction contracts to eventually replace all meters throughout the city. The first phase of water meter installation is planned to be completed as part of City Project No. 25-057 "System Wide AMI and Water Meter Installation - Phase 1". Plans and specifications have been prepared by an on-call consultant providing engineering services (QK, Inc.) and includes installation of approximately 4,293 water meters for residential customers. These existing water meters have indicated incorrect water consumption readings from the existing automated water meter reading (AMR) system which requires significant operational resources to maintain and is approaching obsolescence. Additionally, the existing water meters are nearing the end of their 20-year service life.

This project is necessary in order to prioritize replacement of failing meters in the City and to implement an Advanced Metering Infrastructure (AMI) system that will improve billing, enable faster leak detection, reduce water loss, and give residents more timely insight into their water use.

The project scope includes:

- Replacement of approximately 4,293 water meters ranging in size from ¾" to 1-1/2"
- Replacement of meter boxes, lids, and valves, where replacement or installation is necessary
- Installation of new adapters and new ORION Cellular Water Endpoints

• Programming and integration of water meters into the AMI system with New World by Tyler Technologies

Construction Contract

The City's on-call consultant, QK, has completed the project specifications. The City Council authorized staff to advertise the project for construction in the May 26, 2026 City Council meeting. City staff advertised the project for construction bids on May 30, 2026 both in the Turlock Journal and on the City's eProcurement website, OpenGov. On June 22, 2026, eight (8) bids were received. Ensure Utility Inc dba Phoenix Water Solutions, of Phoenix, Arizona was the lowest responsible bidder with a base bid amount of $1,603,290.00.

Bid Summary:

BIDDER	BID AMOUNT
#1 Ensure Utility Inc dba Phoenix Water Solutions	$1,603,290.00
#2 Vulcan Construction & Maintenance, Inc.	$1,788,326.00
#3 West Valley Construction Company Inc.	$1,986,830.00
#4 Mid Cal Pipeline & Utilities, Inc.	$2,359,107.00
#5 Lawrence Backhoe Service, INC.	$2,844,274.00
#6 United Pavement Maintenance, Inc	$3,192,543.00
#7 Champion Industrial Contractors	$3,558,205.00
#8 Pacific Underground Construction Inc.	$3,674,265.00

Staff reviewed the bids for bidder responsiveness and responsibility and recommends approval of an agreement with Ensure Utility Inc dba Phoenix Water Solutions, of Phoenix, Arizona as the lowest responsive, responsible bidder with a bid amount of $1,603,290.00.

Construction Management Contract

City staff advertised a Request for Proposals (RFP) for construction management (CM) services on the City's eProcurement platform on June 3, 2026. The scope of work includes the following activities over a 12 month agreement period:

- Full time inspection
- Bi-weekly construction progress meetings
- Tracking contract time
- Public outreach
- Labor compliance
- Construction progress reporting
- Materials testing
- Construction schedule review
- Maintain project records

- Document, review, and recommend approval of progress payments and change order items
- Final project inspection and acceptance

Four proposals were received on June 24th from Willdan Engineering, Inferrera Construction Management Group, Inc, H2SeismicPro LLC, and Black Water Consulting Engineers. Proposals were evaluated by a review panel consisting of City staff.

The RFP provided the following evaluation criteria for CM proposals:

1. Qualifications, competence, abilities, and knowledge of personnel assigned
2. Experience of the Consultant to provide the specified services
3. Record of the consultant in accomplishing similar work within budget
4. Completeness of proposal
5. Approach/ Methodology
6. Consultant fees
7. Financial responsibility

Government Code Title 1, Division 5, Chapter 10 defines a qualifications-based selection process for contracts with private architectural, engineering, land surveying, and construction management firms. Professional service proposals are not evaluated solely on the basis of the lowest price, as is the case for construction projects. Construction projects have a well-defined scope of work where the quantity and type of materials are specified in the contract documents. However, professional services such as architectural, engineering, land surveying, and construction management depend upon the firm's understanding of the goals and objectives of the project which require professional judgement and often results in varying approaches and levels of effort. The Government Code allows price to be considered such that the services are performed at a fair and reasonable price. The RFP identified consultant fees as an evaluation criterion to be reviewed after the qualifications-based evaluation. The review panel first evaluated the proposers' qualifications, experience, and approach without considering price. Consultant fees were then reviewed at the end of the evaluation process and incorporated into the final recommendation.

City staff completed the evaluation based on the written proposals, project references, and relevant past project experience. Staff contacted project references for the top-ranked consultants and considered each consultant's demonstrated experience with similar water meter replacement projects, AMI implementation, municipal utility construction, inspection, labor compliance, public outreach, documentation, and project closeout.

Each firm demonstrated it was qualified to perform the needed construction management work. However, the review panel determined Willdan Engineering of Anaheim, California to be the highest-ranking consultant. Willdan demonstrated a strong understanding of the project needs and challenges, and has relevant experience overseeing citywide water meter replacement projects, AMI implementation, public outreach, service interruption constraints, and meter documentation requirements. Willdan's proposal identified a qualified project team supported by experienced construction management, inspection, AMI integration, labor compliance, scheduling, and materials testing personnel. Willdan also identified similar experience with municipal water meter, AMR, and AMI projects for the Cities of South Gate,

Fillmore, Fresno, Woodland, Glendale Water & Power, and other public agencies.

All firms provided a level of effort table identifying the estimated hours for each proposed staff member, as well as a fee proposal identifying hourly rates and other direct costs, including subconsultant costs such as materials testing and related support services. Each fee proposal established a not-to-exceed maximum price. City staff reviewed Willdan's proposed level of effort and fee, and determined the amount to be fair and reasonable given the scope of services to be performed. City staff recommend that Council award a contract in the amount of $317,713 to Willdan Engineering of Anaheim, California for construction management services.

3. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund money will be used for this project.

The total estimated project costs are displayed below:

Preliminary Engineering - *City Staff*	$	37,500.00	A
Professional Design Services - *QK, Inc.*	$	23,700.00	B
Construction Contract - *Ensure Utility Inc dba Phoenix Water Solutions*	$	1,603,290.00	
Construction Contract Contingency	$	160,329.00	
Engineering Services During Construction - *QK, Inc.*	$	6,200.00	
Contract Administration/ Project Management - *City Staff*	$	80,000.00	
Construction Management - *Willdan Engineering*	$	317,713.00	
City-Furnished Water Meter and AMI Endpoint Equipment	$	1,625,958.29	
Estimated Total Project Costs	**$**	**3,854,690.29**	**= C**
Project Costs Prior to Fiscal Year 2026-27	**$**	**61,200.00**	= A+B
Project Costs in Fiscal Year 2026-27	**$**	**3,793,490.29**	= C-(A+B)

Staff has determined that a total of $3,854,690.29 is needed to complete the project. Project costs are to be expensed in Fiscal Year 2025-26 and 2026-27. In Fiscal Year 2025-26, project costs are estimated to be $61,200.00, with the remaining project cost of $3,793,490.29 to be expensed in Fiscal Year 2026-27. The Municipal Services Department has identified funding from Fund 420 for project costs incurred in Fiscal Year 2025-26 and has requested adequate funding as part of the normal Fiscal Year 2026-27 budget process in general ledger accounts 420-52-551.51270 "Construction Project" and 420-52-551.51291 "Water Meters". Adequate funds are available and no appropriation is needed.

4. ENVIRONMENTAL DETERMINATION:

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

5. ALTERNATIVES:

A. Council could choose to reject the environmental determination. Staff does not recommend this alternative as an environmental determination is required to be made in accordance with CEQA and Section 15302 (Replacement or Reconstruction) is an appropriate exemption.
B. Council could choose to reject all bids submitted for this project. Staff does not recommend this alternative because funds are available and the improvements are necessary for the replacement of failing water meters.
C. Council could approve the Agreement with Ensure Utility Inc dba Phoenix Water Solutions and authorize a different construction contingency amount than recommended by staff. Staff do not recommend this alternative because the proposed 10.0% contingency provides an appropriate balance between fiscal prudence and the need to address unforeseen field conditions without delaying the project.
D. Council could choose to not approve the professional services agreement for construction management services with Willdan Engineering. Staff does not recommend this alternative because construction management services are necessary to confirm that the work is constructed in compliance with the project plans and specifications. Willdan Engineering was ranked as the highest ranking consultant after the City's review panel evaluated proposals per the evaluation criteria contained in the RFP.

6. ATTACHMENTS:

1. Draft Resolution
2. Bidder's Summary
3. Agreement CC 2026-170 with Ensure Utility Inc dba Phoenix Water Solutions
4. Agreement CC 2027-049 with Willdan Engineering

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DETERMINING THE AWARD OF BID FOR THE CONSTRUCTION OF CITY PROJECT NO. 25-057 "SYSTEM WIDE AMI AND WATER METER INSTALLATION – PHASE 1" IS EXEMPT FROM THE PROVISIONS OF CEQA IN ACCORDANCE WITH SECTION 15302 (REPLACEMENT OR RECONSTRUCTION) OF THE CEQA GUIDELINES	}	**RESOLUTION NO. 2026-**

WHEREAS, City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" will replace approximately 4,293 water meters ranging in size from 3/4" to 1-1/2" and establish an Advance Metering Infrastructure system as part of the City's goal to replace all water meters throughout the city; and

WHEREAS, on June 22nd, 2026, eight (8) bids were received for the construction of City Project No. 25-057, with Ensure Utility Inc dba Phoenix Water Solutions, of Phoenix, Arizona, submitting the lowest responsive, responsible bid in the amount of $1,603,290.00; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby determine the award of bid for the construction of City Project No. 25-057 "System Wide AMI and Water Meter Installation – Phase 1" is exempt from the provisions of CEQA in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of July, 2026, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: System Wide AMI and Water Meter Installation – Phase 1
CITY PROJECT NUMBER: 25-057
BID OPENING: June 22, 2026 at 4:00 PM
ANTICIPATED COUNCIL AWARD DATE: July 14, 2026

						1		2	
Base Bid				**ENGINEER'S EST.**		Ensure Utility Inc dba Phoenix Water Solutions		Vulcan Construction & Maintenance, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	L.S.	1	$ 125,000.00	$ 125,000.00	$73,348.00	$ 73,348.00	$69,000.00	$ 69,000.00
2	Prepare and Maintain Pedestrian and Traffic Control Plan(s)	L.S.	1	$ 15,000.00	$ 15,000.00	$10,000.00	$ 10,000.00	$21,733.00	$ 21,733.00
3	Perform Potholing	Allow	1	$ 35,000.00	$ 35,000.00	$35,000.00	$ 35,000.00	$35,000.00	$ 35,000.00
4	Replace 3/4" Water Meter and Endpoint	EA.	842	$ 500.00	$ 421,000.00	$90.35	$ 76,074.70	$92.00	$ 77,464.00
5	Replace 1" Water Meter and Endpoint	EA.	3,351	$ 550.00	$1,843,050.00	$90.60	$ 303,600.60	$104.00	$ 348,504.00
6	Replace 1 1/2" Water Meter and Endpoint	EA.	100	$ 600.00	$ 60,000.00	$152.20	$ 15,220.00	$181.00	$ 18,100.00
7	Install Private 3/4" Brass Ball Valve on Downstream Side of Meter	EA.	450	$ 140.00	$ 63,000.00	$222.05	$ 99,922.50	$175.00	$ 78,750.00
8	Install Private 1" Brass Ball Valve on Downstream Side of Meter	EA.	1,200	$ 150.00	$ 180,000.00	$276.95	$ 332,340.00	$217.00	$ 260,400.00
9	Install Private 1 1/2" Brass Ball Valve on Downstream Side of Meter	EA.	40	$ 300.00	$ 12,000.00	$467.00	$ 18,680.00	$298.00	$ 11,920.00
10	Replace B16 Meter Box	EA.	250	$ 300.00	$ 75,000.00	$128.40	$ 32,100.00	$231.00	$ 57,750.00
11	Replace B30 Meter Box	EA.	50	$ 350.00	$ 17,500.00	$230.00	$ 11,500.00	$314.00	$ 15,700.00
12	Replace FL16D Meter Box Lid	EA.	3,480	$ 200.00	$ 696,000.00	$110.55	$ 384,714.00	$163.00	$ 567,240.00
13	Replace FL30D Meter Box Lid	EA.	83	$ 300.00	$ 24,900.00	$130.00	$ 10,790.00	$230.00	$ 19,090.00
14	Remove and Replace Sidewalk	Allow	1	$ 70,000.00	$ 70,000.00	$70,000.00	$ 70,000.00	$70,000.00	$ 70,000.00
15	Irrigation and Landscaping Repairs	Allow	1	$ 50,000.00	$ 50,000.00	$50,000.00	$ 50,000.00	$50,000.00	$ 50,000.00
16	Allowance for Unknown Utilities	Allow	1	$ 25,000.00	$ 25,000.00	$25,000.00	$ 25,000.00	$25,000.00	$ 25,000.00
17	Work Not Included in Other Bid Items	L.S.	1	$ 10,000.00	$ 10,000.00	$55,000.20	$ 55,000.20	$62,675.00	$ 62,675.00
			Base Bid Total =	**$**	**3,722,450.00**	**$**	**1,603,290.00**	**$**	**1,788,326.00**

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: System Wide AMI and Water Meter Installation – Phase 1
CITY PROJECT NUMBER: 25-057
BID OPENING: June 22, 2026 at 4:00 PM
ANTICIPATED COUNCIL AWARD DATE: July 14, 2026

				3		4		5	
Base Bid				West Valley Construction Company Inc.		Mid Cal Pipeline & Utilities, Inc.		Lawrence Backhoe Service, INC.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	L.S.	1	$ 72,000.00	$ 72,000.00	$ 10,000.00	$ 10,000.00	$ 45,000.00	$ 45,000.00
2	Prepare and Maintain Pedestrian and Traffic Control Plan(s)	L.S.	1	$ 3,000.00	$ 3,000.00	$ 5,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00
3	Perform Potholing	Allow	1	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
4	Replace 3/4" Water Meter and Endpoint	EA.	842	$ 130.00	$ 109,460.00	$ 219.00	$ 184,398.00	$ 141.00	$ 118,722.00
5	Replace 1" Water Meter and Endpoint	EA.	3,351	$ 133.00	$ 445,683.00	$ 229.00	$ 767,379.00	$ 142.00	$ 475,842.00
6	Replace 1 1/2" Water Meter and Endpoint	EA.	100	$ 217.00	$ 21,700.00	$ 264.00	$ 26,400.00	$ 357.00	$ 35,700.00
7	Install Private 3/4" Brass Ball Valve on Downstream Side of Meter	EA.	450	$ 345.00	$ 155,250.00	$ 140.00	$ 63,000.00	$ 643.00	$ 289,350.00
8	Install Private 1" Brass Ball Valve on Downstream Side of Meter	EA.	1,200	$ 380.00	$ 456,000.00	$ 300.00	$ 360,000.00	$ 670.00	$ 804,000.00
9	Install Private 1 1/2" Brass Ball Valve on Downstream Side of Meter	EA.	40	$ 560.00	$ 22,400.00	$ 400.00	$ 16,000.00	$ 960.00	$ 38,400.00
10	Replace B16 Meter Box	EA.	250	$ 245.00	$ 61,250.00	$ 380.00	$ 95,000.00	$ 542.00	$ 135,500.00
11	Replace B30 Meter Box	EA.	50	$ 425.00	$ 21,250.00	$ 425.00	$ 21,250.00	$ 552.00	$ 27,600.00
12	Replace FL16D Meter Box Lid	EA.	3,480	$ 122.00	$ 424,560.00	$ 175.00	$ 609,000.00	$ 188.00	$ 654,240.00
13	Replace FL30D Meter Box Lid	EA.	83	$ 172.00	$ 14,276.00	$ 260.00	$ 21,580.00	$ 240.00	$ 19,920.00
14	Remove and Replace Sidewalk	Allow	1	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00
15	Irrigation and Landscaping Repairs	Allow	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
16	Allowance for Unknown Utilities	Allow	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
17	Work Not Included in Other Bid Items	L.S.	1	$ 1.00	$ 1.00	$ 100.00	$ 100.00	$ 10,000.00	$ 10,000.00
			Base Bid Total =	**$**	**1,986,830.00**	**$**	**2,359,107.00**	**$**	**2,844,274.00**

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: System Wide AMI and Water Meter Installation – Phase 1
CITY PROJECT NUMBER: 25-057
BID OPENING: June 22, 2026 at 4:00 PM
ANTICIPATED COUNCIL AWARD DATE: July 14, 2026

				6		7		8	
Base Bid				United Pavement Maintenance, Inc		Champion Industrial Contractors		Pacific Underground Construction Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	L.S.	1	$ 175,000.00	$ 175,000.00	$ 92,000.00	$ 92,000.00	$ 305,000.00	$ 305,000.00
2	Prepare and Maintain Pedestrian and Traffic Control Plan(s)	L.S.	1	$ 3,150.00	$ 3,150.00	$ 140,000.00	$ 140,000.00	$ 60,000.00	$ 60,000.00
3	Perform Potholing	Allow	1	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
4	Replace 3/4" Water Meter and Endpoint	EA.	842	$ 274.00	$ 230,708.00	$ 182.00	$ 153,244.00	$ 440.00	$ 370,480.00
5	Replace 1" Water Meter and Endpoint	EA.	3,351	$ 285.00	$ 955,035.00	$ 182.00	$ 609,882.00	$ 445.00	$ 1,491,195.00
6	Replace 1 1/2" Water Meter and Endpoint	EA.	100	$ 425.00	$ 42,500.00	$ 182.00	$ 18,200.00	$ 600.00	$ 60,000.00
7	Install Private 3/4" Brass Ball Valve on Downstream Side of Meter	EA.	450	$ 454.00	$ 204,300.00	$ 298.00	$ 134,100.00	$ 155.00	$ 69,750.00
8	Install Private 1" Brass Ball Valve on Downstream Side of Meter	EA.	1,200	$ 491.00	$ 589,200.00	$ 348.00	$ 417,600.00	$ 165.00	$ 198,000.00
9	Install Private 1 1/2" Brass Ball Valve on Downstream Side of Meter	EA.	40	$ 530.00	$ 21,200.00	$ 258.00	$ 10,320.00	$ 300.00	$ 12,000.00
10	Replace B16 Meter Box	EA.	250	$ 460.00	$ 115,000.00	$ 280.00	$ 70,000.00	$ 360.00	$ 90,000.00
11	Replace B30 Meter Box	EA.	50	$ 474.00	$ 23,700.00	$ 293.00	$ 14,650.00	$ 380.00	$ 19,000.00
12	Replace FL16D Meter Box Lid	EA.	3,480	$ 172.00	$ 598,560.00	$ 380.00	$ 1,322,400.00	$ 220.00	$ 765,600.00
13	Replace FL30D Meter Box Lid	EA.	83	$ 280.00	$ 23,240.00	$ 456.00	$ 37,848.00	$ 280.00	$ 23,240.00
14	Remove and Replace Sidewalk	Allow	1	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00	$ 70,000.00
15	Irrigation and Landscaping Repairs	Allow	1	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00	$ 50,000.00
16	Allowance for Unknown Utilities	Allow	1	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
17	Work Not Included in Other Bid Items	L.S.	1	$ 30,950.00	$ 30,950.00	$ 357,961.00	$ 357,961.00	$ 30,000.00	$ 30,000.00
			Base Bid Total =	**$**	**3,192,543.00**	**$**	**3,558,205.00**	**$**	**3,674,265.00**

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AGREEMENT

For

PUBLIC IMPROVEMENT

City Project No. 25-057

System Wide AMI and Water Meter Installation – Phase 1

THIS PUBLIC IMPROVEMENT AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and Ensure Utility Inc dba Phoenix Water Solutions, a California corporation ("Contractor"), on Tuesday, July 14, 2026 (the "Effective Date"). City and Contractor may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks a duly qualified and licensed firm experienced in the construction of System Wide AMI and Water Meter Installation – Phase 1 (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 14, 2026 at a duly noticed meeting of the City Council of the City of Turlock, this contract for the construction of the improvements hereinafter described was awarded to Contractor as the lowest responsive and responsible bidder for said improvements.

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

1. CONTRACT DOCUMENTS

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

A. Notice to Bidders;

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

C. Special Provisions of the City of Turlock for System Wide AMI and Water Meter Installation – Phase 1;

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

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

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

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

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

2. TERM

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

3. SCOPE OF WORK

3.1. SERVICES

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

3.2. MODIFICATION

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

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

3.3. SPECIFIC MATERIALS & PERFORMANCE OF WORK

Contractor shall furnish all tools, equipment, facilities, labor, and materials necessary to perform and complete, in good workmanlike manner, the work of general construction as called for and in the manner designated in, and in strict conformity with, the plans and specifications for said work entitled, "Special Provisions for System Wide AMI and Water Meter Installation – Phase 1." The equipment, apparatus, facilities, labor, and material shall be furnished, and said work performed and completed as required by the Contract under the direction and supervision, and subject to the approval, of the City Engineer or City Engineer's designated agent.

3.4. EXHIBITS

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

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

4. CONTRACT PRICE

City shall pay, and Contractor shall accept in full payment for the work set forth above in SCOPE OF WORK, an amount not to exceed One Million Six Hundred Three Thousand Two Hundred Ninety and No/100ths Dollars ($1,603,290.00) (the "Contract Price"). Said amount shall be paid pursuant to COMPENSATION of this Agreement. The Contract Price may only be changed by a contract change order. The value of any work covered by a contract change order for an adjustment in the Contract Price will be determined in the sole discretion of City as follows:

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

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

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

5. TIME FOR PERFORMANCE

The time fixed for the commencement of work under the Contract is within ten (10) working days after the Notice to Proceed has been issued. The work on this project shall be substantially completed on or before the expiration of **eighty five (85)** 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 **one hundred (100)** working days (the "Final Completion Due Date") beginning on the first day of work or no later than the tenth day after the Notice to Proceed has been issued.

5.1. RIGHT OF CITY TO INCREASE WORKING DAYS

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

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

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

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

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

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

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

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

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5.2. EXCUSABLE DELAYS

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

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

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

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

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

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

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

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

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

5.4. DELAY DAMAGES

In the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Substantial Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **Five Thousand Two Hundred and No/100ths Dollars ($5,200.00)** for each calendar day beyond the Substantial Completion Due Date. Upon Substantial Completion of the work, and in the event Contractor, for any reason, fails to perform the Services to the satisfaction of the City Engineer by the Final Completion Due Date, City may, in accordance with Section 7203 of the Public Contract Code, in lieu of any other of its rights authorized by TERMINATION of this agreement, deduct from payments or credits due Contractor after such breach a sum equal to **One Thousand One Hundred and No/100ths Dollars ($1,100.00)** 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

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

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

7. LIABILITY FOR BREACH

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

WORK PRODUCT of this Agreement, shall become the property of City. Notwithstanding the foregoing, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract or the Services performed in connection with the Contract.

8. COMPENSATION

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

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

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

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

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

9. DISPUTES PERTAINING TO PAYMENT FOR WORK

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

9.1. CLAIMS PROCESSING

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

9.2. MEET-AND-CONFER CONFERENCE

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

9.3. NONBINDING MEDIATION

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

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

10. PERMITS AND CARE OF WORK

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

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

11. PUBLIC WORKS AND PAYMENT OF PREVAILING WAGE

11.1. MONITORING AND ENFORCEMENT

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

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

11.2. WAGES & HOURS OF EMPLOYMENT

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

12. SUPERINTENDENCE BY CONTRACTOR

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

13. INSPECTION AND TESTING BY CITY

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

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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

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

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

17. INDEMNIFICATION

17.1. INDEMNITY FOR PROFESSIONAL LIABILITY

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

17.2. INDEMNITY FOR OTHER THAN PROFESSIONAL LIABILITY

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

18. CONTRACTOR'S INSURANCE

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

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18.1. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

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

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

18.2. WORKERS' COMPENSATION INSURANCE

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

18.3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Contractor shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than Two Million Dollars ($2,000,000.00) each accident for owned, leased, hired, non-owned, and borrowed automobiles. The policy shall provide and be endorsed that the City, its officials, officers, agents, employees, and volunteers are included or named as additional insureds. If Contractor owns no vehicles, this requirement may be met through a non-owned auto coverage or an endorsement to the CGL policy.

18.4. CONTRACTORS POLLUTION INSURANCE

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

18.5. UMBRELLA OR EXCESS POLICY

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

18.6. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

18.7. ACCEPTABILITY OF INSURERS

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

18.8. VERIFICATION OF COVERAGE

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

18.9. WAIVER OF SUBROGATION

With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Contractor agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

18.10. SUBCONTRACTORS

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

19. OWNERSHIP OF WORK PRODUCT

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

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

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

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

20. TAXES

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

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

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

21. INDEPENDENT CONTRACTOR

At all times during the Term of the Contract, Contractor shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Contractor performs the Services required under the Contract. Contractor shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between City and Contractor. City shall have the

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right to control Contractor only insofar as the result of Contractor's Services rendered pursuant to the Contract; however, City shall not have the right to control the means by which Contractor accomplishes Services rendered pursuant to the Contract.

22. CONTRACTOR NOT AGENT

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

23. ARBITRATION OF DISPUTES

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

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

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

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

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

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

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

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

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

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

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

24. PROVISIONS CUMULATIVE

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

25. NOTICES

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

If to City:	**City of Turlock** **Attn: City Engineer** **156 S. Broadway, Suite 150** **Turlock, CA 95380-5461**
With courtesy copies to:	**City of Turlock, City Attorney's Office** **Attn: Katie Lucchesi, City Attorney** **156 S. Broadway, Suite 230** **Turlock, CA 95380-5456**
If to Contractor:	**Ensure Utility Inc dba Phoenix Water Solutions** **Attn: Kyler Colin, President** **8222 S 48th St Suite 180** **Phoenix, AZ 85044**
If to Contractor's Sureties:	**To be added** **to contract** **record**

26. CITY CONTRACT ADMINISTRATOR

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

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Julian Avila, Associate Civil Engineer
City of Turlock Engineering Division
156 S. Broadway, Suite 150
Turlock, CA 95380
Telephone: (209) 668-5491
E-mail: javila@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

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shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

34. ASSIGNMENT

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

35. AUTHORITY

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

36. GOVERNING LAW

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

37. SEVERABILITY

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

38. EXECUTION AND COUNTERPARTS

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

39. MANDATORY AND PERMISSIVE

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

40. HEADINGS

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

41. ATTORNEY'S FEES AND COSTS

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

42. NECESSARY ACTS AND FURTHER ASSURANCES

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

43. RECITALS

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

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

Ensure Utility Inc dba Phoenix Water Solutions, a California corporation

DocuSigned by:
5F50C6400C804EB...
SIGNATURE

Kyler Colin
FULL NAME

President
TITLE

8222 S 48th St Suite 180 Phoenix, AZ 85044
ADDRESS

602 445-3912
PHONE

7/1/2026
DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

William D. Morris
FULL NAME

RCE, PLS, City Engineer
TITLE

DATE SIGNED

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO FORM:

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SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

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Exhibits List

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

B - EXHIBIT B PAYMENT BY FORCE ACCOUNT

C - EXHIBIT C WORKERS’ COMPENSATION INSURANCE CERTIFICATION

D - EXHIBIT_D_PERFORMANCE_BOND

E - EXHIBIT_E_PAYMENT_BOND

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Exhibit A

A- EXHIBIT A CONTRACTOR'S PROPOSAL FOR SERVICES

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EXHIBIT A
CONTRACTOR'S PROPOSAL FOR SERVICES

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City of Turlock, CA
Municipal Services-Engineering
Chris Fisher, Director
156 So. Broadway, Turlock, CA 95380

[ENSURE UTILITY INC DBA PHOENIX WATER SOLUTIONS] RESPONSE DOCUMENT REPORT

CIFB-E DBE No. CP 25-057

System Wide AMI and Water Meter Installation – Phase 1

RESPONSE DEADLINE: June 22, 2026 at 4:00 pm

Report Generated: Thursday, June 25, 2026

Ensure Utility Inc dba Phoenix Water Solutions Response

CONTACT INFORMATION

Company:
Ensure Utility Inc dba Phoenix Water Solutions

Email:
lukes@phoenixwatersolutions.com

Contact:
Luke Sharman

Address:
8222 S 48th St
Suite 180
Phoenix, AZ 85044

Phone:
(602) 445-3912

Website:
phoenixwatersolutions.com

Submission Date:
Jun 22, 2026 11:41 AM (Pacific Time)

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ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 21, 2026 4:02 PM by Luke Sharman

Addendum #2
Confirmed Jun 21, 2026 4:02 PM by Luke Sharman

QUESTIONNAIRE

1. Proposal*

Pass

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the unit prices entered on the Bidder's Form.

Confirmed

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

2. Request for Substitutions*

Pass

You may upload information relative to material or equipment for which you would like to request approval of that were not specifically named in the project specifications. City staff will make an effort to respond to requests for substitution as part of the Q&A and addendum process, though will not be obligated to comment on, approve, or deny any request for substitution.

Confirmed

3. Affidavit*

Pass

Please download the below documents, complete, and upload.

- AFFIDAVIT.pdf

AffidavitProposalChecklist_Notarized.pdf

4. INFORMATION REQUIRED OF BIDDER

NUMBER OF YEARS' EXPERIENCE AS A CONTRACTOR IN CONSTRUCTION WORK OR INSTALLATION WORK SIMILAR TO THAT REQUIRED IN THESE SPECIFICATIONS.*

Pass

10

NAME OF PERSON WHO INSPECTED THE SITE OF THE PROPOSED WORK FOR YOUR FIRM.*

Pass

Bryce Crawford

DATE OF INSPECTION*

Pass

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

06/12/2026

5. PREVIOUS WORK/REFERENCES

Please provide information for four (4) recent projects. If bidder is unable to provide information for four (4) reference projects, it shall provide as many reference projects that it can and City will make a determination as to bidder responsibility based on the available information.

REFERENCE #1: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.*
Pass

Contract CS-2025-0107 - AMI Water Meter Installation and Service Line Investigation Project

REFERENCE #1: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.*
Pass

PWS was contracted by the City of Globe to complete their AMI Water Meter Installation and Service Line Investigation Project. The work included replacement of 3,500 water meters ranging from ¾-inch to 6-inch, along with comprehensive verification of customer-side and utility-side service line materials in accordance with ADEQ requirements. Additional scopes of work included excavation and replacement of meter boxes where needed, installation of new curb stops & angle stops, leak repairs, precise GPS documentation, and integration of all collected field data into the City's utility system.

REFERENCE #1: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.*
Pass

City of Globe, 150 N Pine St, Globe, AZ 85501, (928) 425-7146.

REFERENCE #1: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?*
Pass

Travis Ashbaugh, Assistant Public Works Director, City of Globe.

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

REFERENCE #1: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.*
Pass

Total Contract Amount: $972,022.30; Amount Performed by PWS: $972,022.30.

REFERENCE #1: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

N/A - PWS was prime contractor.

REFERENCE #1: DATE OF PROJECT COMPLETION
Pass

02/2026

REFERENCE #1: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

None.

REFERENCE #2: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Pass

Contract No. 25-0006 - Meter Reading, Register and Endpoint Installation Services

REFERENCE #2: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Pass

AMI register & endpoint retrofits on 6,100 Badger meters. Dual monthly manual reads completed alongside AMI rollout; 1,115 lid and endpoint installations; endpoint replacements; AMR-to-AMI conversions across San Juan Capistrano, Dana Point, and Laguna Beach.

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

REFERENCE #2: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Pass

South Coast Water District, 31592 West Street, Laguna Beach, CA 92651, (949) 499-4555. Contact: Sander Huang.

REFERENCE #2: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Pass

Marc Serna, Assistant General Manager/Chief Engineer, South Coast Water District.

REFERENCE #2: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Pass

Total Contract Amount: $279,711.00; Amount Performed by PWS: $279,711.00.

REFERENCE #2: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

N/A - PWS was prime contractor.

REFERENCE #2: DATE OF PROJECT COMPLETION
Pass

03/2025.

REFERENCE #2: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

None.

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

REFERENCE #3: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Pass

RFP No. 3749 - Water Meter & Metering Infrastructure (AMI) Installation

REFERENCE #3: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Pass

PWS was selected to complete AMI retrofits and meter replacements across approximately 4,000 service locations. Our scope included meter installation, programming of Sensus FlexNet MXUs, exchange of AMR registers, and replacement of damaged lids.

REFERENCE #3: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
Pass

Eastern Municipal Water District, 2270 Trumble Rd, Perris, CA 92570, (951) 928-3777. Contact: Myrna Vazquez, Senior Buyer, ext. 4521.

REFERENCE #3: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Pass

Rafael Ojeda, Meter Services Manager, Eastern Municipal Water District.

REFERENCE #3: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Pass

Total Contract Amount: $355,200.00; Amount Performed by PWS: $355,200.00.

REFERENCE #3: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)
Pass

N/A - PWS was prime contractor.

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

REFERENCE #3: DATE OF PROJECT COMPLETION
Pass

06/2025.

REFERENCE #3: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
Pass

None.

REFERENCE #4: PROJECT NO. AND TITLE OF A PREVIOUS PROJECT YOU COMPLETED.
Project No. PW 25-004 / Plan No. 3058 - Water Meter Replacement Project - Phase 1

REFERENCE #4: NAME THE CLASS AND TYPE OF WORK FOR THE COMPLETED PROJECT.
Replacement and disposal of 1,485 existing water meters, installation of 1” Badger ultrasonic meters and Orion radio-read endpoints, replacement of meter box lids, endpoint verification, GPS and photo documentation.

REFERENCE #4: NAME, ADDRESS AND PHONE NO. OF THE OWNER OF THE COMPLETED PROJECT.
City of Coalinga, 155 W Durian Ave, Coalinga, CA 93210, (559) 935-1533. Project administered through Tri City Engineering, 4630 W Jennifer Ave, Suite 101, Fresno, CA 93722.

REFERENCE #4: WHO WAS THE REGISTERED ENGINEER IN CHARGE OF THE COMPLETED PROJECT?
Tri City Engineering, Inc. (City Engineer).

REFERENCE #4: LIST THE TOTAL CONTRACT AMOUNT OF THE COMPLETED PROJECT AND THE AMOUNT OF THE CONTRACT YOU PERFORMED.
Total Contract Amount: $301,275.80; Amount Performed by PWS: $301,275.80.

REFERENCE #4: NAME OF PRIME CONTRACTOR (IF YOU WERE SUB)

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

N/A - PWS was prime contractor.

REFERENCE #4: DATE OF PROJECT COMPLETION
06/2025 (45 day Phase 1 installation schedule).

REFERENCE #4: LIST ANY LIQUIDATED DAMAGES THAT WERE ASSESSED.
None.

6. BOND INFORMATION

You can enter your Bid Bond information in the Surety2000 question below.

OR

You may also submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

DO YOU WANT TO USE SURETY2000 TO SUBMIT YOUR BONDING INFORMATION?*
Pass

If you choose to upload bond forms not using Surety2000, you will need to submit the hard copy originals, prior to the bid due date and time, to engineering at:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

Yes

BIDDER'S BOND - SURETY2000*

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

Pass

Please enter your Bid Bond information from Surety2000 below.

Bond ID: SCA0622840058

Vendor ID: 821333768

7. OTHER DOCUMENTS AND CERTIFICATIONS

SUBCONTRACTORS*
Pass

Please download the below documents, complete, and upload.

- SUBCONTRACTORS.Update.pdf

SUBCONTRACTORS-Ensure_Utility_.pdf

IRAN CONTRACTING ACT CERTIFICATION*
Pass

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not: (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or (ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

PRICE TABLES

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization & Demobilization	1	L.S.	$73,348.00	$73,348.00
2	Prepare and Maintain Pedestrian and Traffic Control Plan(s)	1	L.S.	$10,000.00	$10,000.00
3	Allowance for Potholing	1	Allow	$35,000.00	$35,000.00
4	Replace 3/4" Water Meter and Endpoint	842	EA.	$90.35	$76,074.70
5	Replace 1" Water Meter and Endpoint	3,351	EA.	$90.60	$303,600.60
6	Replace 1 1/2" Water Meter and Endpoint	100	EA.	$152.20	$15,220.00
7	Install Private 3/4" Brass Ball Valve on Downstream Side of Meter	450	EA.	$222.05	$99,922.50
8	Install Private 1" Brass Ball Valve on Downstream Side of Meter	1,200	EA.	$276.95	$332,340.00
9	Install Private 1 1/2" Brass Ball Valve on Downstream Side of Meter	40	EA.	$467.00	$18,680.00
10	Replace B16 Meter Box	250	EA.	$128.40	$32,100.00
11	Replace B30 Meter Box	50	EA.	$230.00	$11,500.00

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
12	Replace FL16D Meter Box Lid	3,480	EA.	$110.55	$384,714.00
13	Replace FL30D Meter Box Lid	83	EA.	$130.00	$10,790.00
14	Allowance for Minor Concrete	1	Allow	$70,000.00	$70,000.00
15	Alowance for Irrigation and Landscaping Repairs	1	Allow	$50,000.00	$50,000.00
16	Allowance for Unknown Utilities	1	Allow	$25,000.00	$25,000.00
17	Work Not Included in Other Bid Items	1	L.S.	$55,000.20	$55,000.20
TOTAL					$1,603,290.00

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

Ensure Utility Inc dba Phoenix Water Solutions Response (Draft)

CONTACT INFORMATION

Company

Ensure Utility Inc dba Phoenix Water Solutions No Reviews

Email

lukes@phoenixwatersolutions.com

Contact

Luke Sharman

Address

8222 S 48th St
Suite 180
Phoenix, AZ 85044

Phone

(602) 445-3912

Website

phoenixwatersolutions.com

Submission Date

N/A

ADDENDA CONFIRMATION

Addendum #1

Confirmed Jun 21, 2026 7:02 PM by Luke Sharman

Addendum #2

Confirmed Jun 21, 2026 7:02 PM by Luke Sharman

QUESTIONNAIRE

1. Proposal*

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item.

In accordance with the annexed Notice to Contractors, the undersigned, as bidder, declares that he has carefully examined the location of the proposed work, the plans, specifications and technical requirements therefore, and the proposed forms of contract and bonds mentioned or referred to in said Notice and on file in the Office of the City

Engineer of the City of Turlock, together with the prevailing rate of per diem wages for each craft or type of workmen needed to execute said contract; and he proposes and agrees that if this proposal is accepted, he will furnish all labor, materials, equipment, plant transportation, service, sales taxes, permit fees and other costs necessary to complete the construction in strict conformity to the plans and specifications and he will enter into a written contract with the City of Turlock in the form of contract on file in the Office of the City Engineer for such purposes, and that he will execute and/or provide all bonds and insurance certificates required by law and/or by said contract and/or mentioned in said Notice to Contractors all in accordance with and subject to all applicable laws, and that he will take in full payment therefore the unit prices entered on the Bidder's Form.

☑ Confirmed

2. Request for Substitutions*

You may upload information relative to material or equipment for which you would like to request approval of that were not specifically named in the project specifications. City staff will make an effort to respond to requests for substitution as part of the Q&A and addendum process, though will not be obligated to comment on, approve, or deny any request for substitution.

☑ Confirmed

3. Affidavit*

Please download the below documents, complete, and upload.

> *AFFIDAVIT.pdf*

No response submitted

4. INFORMATION REQUIRED OF BIDDER

4.1. Number of years' experience as a contractor in construction work or installation work similar to that required in these specifications.*

10

4.2. Name of person who inspected the site of the proposed work for your firm.*

Bryce Crawford

4.3. Date of Inspection*

06/12/2026

5. PREVIOUS WORK/REFERENCES

Please provide information for four (4) recent projects. If bidder is unable to provide information for four (4) reference projects, it shall provide as many reference projects that it can and City will make a determination as to bidder responsibility based on the available information.

5.1. Reference #1: Project No. and Title of a previous project you completed.*

Contract CS-2025-0107 - AMI Water Meter Installation and Service Line Investigation Project

5.2. Reference #1: Name the Class and Type of Work for the completed project.*

PWS was contracted by the City of Globe to complete their AMI Water Meter Installation and Service Line Investigation Project. The work included replacement of 3,500 water meters ranging from ¾-inch to 6-inch, along with comprehensive verification of customer-side and utility-side service line materials in accordance with ADEQ requirements. Additional scopes of work included excavation and replacement of meter boxes where needed, installation of new curb stops & angle stops, leak repairs, precise GPS documentation, and integration of all collected field data into the City's utility system.

5.3. Reference #1: Name, Address and Phone No. of the Owner of the completed project.*

City of Globe, 150 N Pine St, Globe, AZ 85501, (928) 425-7146.

5.4. Reference #1: Who was the Registered Engineer in charge of the completed project?*

Travis Ashbaugh, Assistant Public Works Director, City of Globe.

5.5. Reference #1: List the Total Contract Amount of the completed project and the amount of the contract you performed.*

Total Contract Amount: $972,022.30; Amount Performed by PWS: $972,022.30.

5.6. Reference #1: Name of Prime Contractor (if you were Sub)

N/A - PWS was prime contractor.

5.7. Reference #1: Date of Project Completion

02/2026

5.8. Reference #1: List any Liquidated Damages that were assessed.

None.

5.9. Reference #2: Project No. and Title of a previous project you completed.

Contract No. 25-0006 - Meter Reading, Register and Endpoint Installation Services

5.10. Reference #2: Name the Class and Type of Work for the completed project.

AMI register & endpoint retrofits on 6,100 Badger meters. Dual monthly manual reads completed alongside AMI rollout; 1,115 lid and endpoint installations; endpoint replacements; AMR-to-AMI conversions across San Juan Capistrano, Dana Point, and Laguna Beach.

5.11. Reference #2: Name, Address and Phone No. of the Owner of the completed project.

South Coast Water District, 31592 West Street, Laguna Beach, CA 92651, (949) 499-4555. Contact: Sander Huang.

5.12. Reference #2: Who was the Registered Engineer in charge of the completed project?

Marc Serna, Assistant General Manager/Chief Engineer, South Coast Water District.

5.13. Reference #2: List the Total Contract Amount of the completed project and the amount of the contract you performed.

Total Contract Amount: $279,711.00; Amount Performed by PWS: $279,711.00.

5.14. Reference #2: Name of Prime Contractor (if you were Sub)

N/A - PWS was prime contractor.

5.15. Reference #2: Date of Project Completion

03/2025.

5.16. Reference #2: List any Liquidated Damages that were assessed.

None.

5.17. Reference #3: Project No. and Title of a previous project you completed.

RFP No. 3749 - Water Meter & Metering Infrastructure (AMI) Installation

5.18. Reference #3: Name the Class and Type of Work for the completed project.

PWS was selected to complete AMI retrofits and meter replacements across approximately 4,000 service locations. Our scope included meter installation, programming of Sensus FlexNet MXUs, exchange of AMR registers, and replacement of damaged lids.

5.19. Reference #3: Name, Address and Phone No. of the Owner of the completed project.

Eastern Municipal Water District, 2270 Trumble Rd, Perris, CA 92570, (951) 928-3777. Contact: Myrna Vazquez, Senior Buyer, ext. 4521.

5.20. Reference #3: Who was the Registered Engineer in charge of the completed project?

Rafael Ojeda, Meter Services Manager, Eastern Municipal Water District.

5.21. Reference #3: List the Total Contract Amount of the completed project and the amount of the contract you performed.

Total Contract Amount: $355,200.00; Amount Performed by PWS: $355,200.00.

5.22. Reference #3: Name of Prime Contractor (if you were Sub)

N/A - PWS was prime contractor.

5.23. Reference #3: Date of Project Completion

06/2025.

5.24. Reference #3: List any Liquidated Damages that were assessed.

None.

5.25. Reference #4: Project No. and Title of a previous project you completed.

Project No. PW 25-004 / Plan No. 3058 - Water Meter Replacement Project - Phase 1

5.26. Reference #4: Name the Class and Type of Work for the completed project.

Replacement and disposal of 1,485 existing water meters, installation of 1” Badger ultrasonic meters and Orion radio-read endpoints, replacement of meter box lids, endpoint verification, GPS and photo documentation.

5.27. Reference #4: Name, Address and Phone No. of the Owner of the completed project.

City of Coalinga, 155 W Durian Ave, Coalinga, CA 93210, (559) 935-1533. Project administered through Tri City Engineering, 4630 W Jennifer Ave, Suite 101, Fresno, CA 93722.

5.28. Reference #4: Who was the Registered Engineer in charge of the completed project?

Tri City Engineering, Inc. (City Engineer).

5.29. Reference #4: List the Total Contract Amount of the completed project and the amount of the contract you performed.

Total Contract Amount: $301,275.80; Amount Performed by PWS: $301,275.80.

5.30. Reference #4: Name of Prime Contractor (if you were Sub)

N/A - PWS was prime contractor.

5.31. Reference #4: Date of Project Completion

06/2025 (45 day Phase 1 installation schedule).

5.32. Reference #4: List any Liquidated Damages that were assessed.

None.

6. BOND INFORMATION

You can enter your Bid Bond information in the Surety2000 question below.

OR

You may also submit hard copy original bonds by mail or hand delivery prior to the bid due date and time to the following address:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

6.1. Do you want to use Surety2000 to submit your bonding information?*

If you choose to upload bond forms not using Surety2000, you will need to submit the hard copy originals, prior to the bid due date and time, to engineering at:

City of Turlock Engineering Division
156 S. Broadway Suite 150
Turlock, CA 95380

Yes

6.1.2. Bidder's Bond – Surety2000*

Please enter your Bid Bond information from Surety2000 below.

Bond ID: *No response submitted*

Vendor ID: *No response submitted*

Verify Bid Bond

Unable to verify. Bond information incomplete.

7. OTHER DOCUMENTS AND CERTIFICATIONS

7.1. Subcontractors*

Please download the below documents, complete, and upload.

> *SUBCONTRACTORS.Update.pdf*

SUBCONTRACTORS-Ensure_Utility_.pdf

7.2. Iran Contracting Act Certification*

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

The Contractor is not: (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or (ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

PRICE TABLES

Pricing information has not been unsealed yet

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

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 Luke Sharman
Signature of Bidder

Jurat (Government Code Section 8202)

State of ~~California~~ Texas J.C

County of Montgomery

Subscribed and sworn to (or affirmed) before me on this 22nd day of June, 2026

by Luke Sharman proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Jade Collins
NOTARY PUBLIC SIGNATURE

(AFFIX SEAL)

135131444

Jade Collins
NOTARY PUBLIC PRINTED NAME

10/15/2028

NOTARY PUBLIC STATE OF TEXAS
Jade Collins
ID NUMBER
135131444
COMMISSION EXPIRES
October 15, 2028

Electronically signed and notarized online using the Proof platform.

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

SUBCONTRACTORS

Prime Contractor: Ensure Utility Inc dba Phoenix Water Solutions DIR NUMBER: 2000004378

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

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

NAME	LICENSE NUMBER	DIR NUMBER	ADDRESS	WORK ITEMS TO BE PERFORMED AND % OF ITEM
None				

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

Exhibit B

EXHIBIT B PAYMENT BY FORCE ACCOUNT

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

EXHIBIT B
PAYMENT BY FORCE ACCOUNT

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

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

1. Employer payment to the worker for:

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

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

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

3. Subsistence and travel allowances paid to the workers

4. Employer payment to supervisors, if authorized

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

(a) Home office overhead

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

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

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

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

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

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

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

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

   1.1 During that period
   1.2 In the quantities used

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

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

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

3. Fifteen percent (15%) percent markup.

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

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

The City Engineer determines rental costs:

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

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

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

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

Equipment rental rates include the cost of:

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

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

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

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

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

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

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

2. To load and unload equipment

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

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

The minimum total time paid is:

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

If daily rates are recorded, equipment:

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

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

Equipment Rental Hours

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

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

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

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

2. To load and unload equipment

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

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

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

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

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Exhibit C

EXHIBIT C WORKERS' COMPENSATION INSURANCE CERTIFICATION

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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: ( ) _____

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Exhibit D

EXHIBIT_D_PERFORMANCE_BOND

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EXHIBIT D

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock,** State of California, has awarded to **Ensure Utiity Inc dba Phoenix Water Solutions**, hereinafter designated as the "Principal," a contract for **Project No. 25-057, "System Wide AMI and Water Meter Installation Phase 1";** 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*]

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

(Corporate Seal) **Principal** _____

By _____

Title _____

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** _____

Address _____

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

By _____
Attorneys-in-Fact

Title _____

(Attach Notarial Acknowledgment)

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

(Seal) **Witness** _____

Approved as to form:

_____
Risk Manager

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Exhibit E

EXHIBIT_E_PAYMENT_BOND

Docusign Envelope ID: 20C42002-BB6E-88C4-81EB-EAFA1F3C92D3

EXHIBIT E
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of Turlock**, a municipal corporation, has awarded to **Ensure Utility day Phoenix Water Solutions**, hereinafter designated as the "Principal", a contract for **Project No. 25-057, "System Wide AMI and Water Meter Installation - Phase 1"**; 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*]

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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

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AGREEMENT BETWEEN THE CITY OF TURLOCK

and

Willdan Engineering

for

PROFESSIONAL SERVICES

City Contract No. 2027-049

City Project No. 25-057

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is entered into by and between the City of Turlock, a California municipal corporation ("City"), and Willdan Engineering, a California corporation ("Professional"), on Tuesday, July 14, 2026 (the "Effective Date"). City and Professional may be collectively referred to herein as the "Parties" or individually as "Party." There are no other parties to this Agreement.

RECITALS

A. City seeks to hire an independent contractor to perform professional services to assist City with the Construction Management Services for System Wide AMI and Water Meter Installation - Phase 1 Project (the "Project").

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A.**

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

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

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AGREEMENT

1. RECITALS:

The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 53 of this Agreement, the Sections 1 through 53 shall prevail.

2. TERM:

The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate on Wednesday, July 14, 2027 ("Term") unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

3. EXTENSION OF AGREEMENT:

{Intentionally Omitted}

4. EFFECTIVE DATE:

This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date").

5. WORK:

5.1. SERVICES:

Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. CITY REQUESTED MODIFICATION OF SERVICES:

City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. PROFESSIONAL REQUESTED MODIFICATION IN SERVICES:

Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

A. Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set

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forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

B. City agrees that the work requires a Modification;

C. City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

D. The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. COMPENSATION:

6.1. AMOUNT, TIME AND MANNER OF PAYMENT FOR PROFESSIONAL SERVICES:

City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional shall not exceed Three Hundred Seventeen Thousand Seven Hundred Thirteen and No/100ths Dollars($317,713.00) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. DEPOSIT:

{Intentionally Omitted}

6.3. SUBSEQUENT PAYMENTS:

City shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, City shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

6.4. INVOICES:

Professional shall provide City with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to City by Professional shall be in a form approved by City. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to City within forty-five (45) days of the performance of such Services. City shall issue payment according to City's customary procedures and practices for issuing payments to independent contractors.

7. NOTICE TO PROCEED:

Professional shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

8. TIME OF PERFORMANCE:

Professional warrants that it will commence performance of the Services within ten (10) calendar days of the date the agreement was executed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by City in entering into this Agreement.

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9. CITY ASSISTANCE TO PROFESSIONAL:

Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement, with the exception of items of City assistance provided in **Exhibit B: City Assistance to Professional** ("City Assistance to Professional"). City shall furnish to Professional only the facilities, equipment, materials, information, personnel and administrative assistance listed in **Exhibit B**. Notwithstanding the foregoing, City shall cooperate with Professional and shall not actively interfere with Professional's performance of Services under this Agreement.

10. TIME AND PERSONNEL DEVOTED TO SERVICES:

Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

11. PERFORMANCE BY QUALIFIED PERSONNEL; NO SUBCONTRACTING:

Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by City in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

12. REPRESENTATIONS OF PROFESSIONAL:

City relies upon the following representations by Professional in entering into this Agreement:

12.1. QUALIFICATIONS:

Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional and all subcontractors shall also obtain a business license from City before they commence performance of the Services. Professional represents and warrants to City that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

12.2. PROFESSIONAL PERFORMANCE:

Professional represents that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

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12.3. NO WAIVER OF CLAIMS:

The granting of any progress payment by City, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of City, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

12.4. CITY'S REMEDIES ARE CUMULATIVE:

Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which City or Professional may have under this Agreement or any applicable law. All rights and remedies of City, whether under this Agreement or applicable law, shall be cumulative.

12.5. NO CONFLICT OF INTEREST:

Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

13. CONFORMITY WITH LAW AND SAFETY:

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

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

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

14. CONTACT BY PROFESSIONAL WITH PROJECT OWNER OR PROJECT APPLICANT:

Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project

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without the prior consent of the Contract Administrator. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for City under this Agreement.

15. CONFIDENTIALITY:

Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of City. If City gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the City Attorney on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to City and make a reasonable effort to obtain a protective order requiring that City's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

16. EXCUSABLE DELAYS; NOTICE TO OTHER PARTY OF DELAY:

Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a "Force Majeure" event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional's financial inability to perform; (b) Professional's failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional's failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

17. ASSIGNMENT PROHIBITED:

No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

18. SUSPENSION OF SERVICES BY CITY:

City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is

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necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with "ARBITRATION OF DISPUTES" of this Agreement. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and City shall continue to make payments for the Services in progress as required by this Agreement.

19. OWNERSHIP OF WORK PRODUCT:

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

All Products shall become the property of City irrespective of where located or stored, and Professional agrees to deliver all such documents and information to City, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which City will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to City in both printed and electronic form, or as may be specified in **Exhibit A**.

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

20. TERMINATION OF WORK BY CITY FOR ITS CONVENIENCE:

City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

A. Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

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B. If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with "ARBITRATION OF DISPUTES" of this Agreement.

C. Except as provided in this Agreement, in no event shall City be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

21. ASSURANCE OF PERFORMANCE:

If, at any time, City believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, City may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

22. CANCELLATION FOR BREACH BY EITHER PARTY:

Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If City cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

23. NON-DISCRIMINATION:

In its performance of the Services, Professional shall adhere to City’s Equal Employment Opportunity Policy which states, “The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status,

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amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

24. ARBITRATION OF DISPUTES:

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

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

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

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

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

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

B. All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

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

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

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

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25. INSURANCE COVERAGE:

During the Term, the Professional, at its own cost and expense, shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers admitted in California with a current A M Best's rating of no less than A-:VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

25.1. COMMERCIAL GENERAL LIABILITY:

Professional shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, and Two Million Dollars ($2,000,000.00) products and completed operations for bodily injury, personal injury, and property damage. The general aggregate limit shall apply separately to this Project or the general aggregate shall be doubled.

25.2. WORKERS' COMPENSATION INSURANCE AND EMPLOYER'S LIABILITY:

Professional shall maintain workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollars ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollars ($1,000,000.00) limit for each employee's bodily injury by disease.

25.3. PROFESSIONAL LIABILITY:

Professional shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing professional services in the amount of no less than Two Million Dollars ($2,000,000.00) per claim and in the aggregate or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("City's Agents"); or the Professional shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claims administration and defense expenses.

25.4. COMMERCIAL AUTOMOBILE LIABILITY:

Professional shall maintain commercial automobile liability insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) in the amount of no less than Two Million Dollars ($2,000,000.00) or greater per accident for owned, leased, hired, and non-owned, borrowed automobiles.

25.5. UMBRELLA OR EXCESS POLICY:

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

25.6. WAIVER OF SUBROGATION:

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With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy, automobile liability policy, and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional shall provide written proof of waiver of subrogation in the Certificate of Insurance. Additionally, Professional agrees to obtain any available endorsements that may be necessary to effectuate this waiver of subrogation.

26. ADDITIONAL INSURANCE REQUIREMENTS:

Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance and amendatory endorsements for all of the policies required under this Agreement ("Certificates and Endorsements"). Such Certificates and Endorsements shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of Professional and shall be endorsed to state such; (c) cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to City; (d) allow and be endorsed primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (e) contain standard separation of insured provisions; and (f) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to City.

27. INDEMNIFICATION BY PROFESSIONAL:

To the fullest extent permitted by law, Professional shall defend with legal counsel reasonably acceptable to City, indemnify and hold harmless City and City's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to, or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, reckless or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

28. LIABILITY OF CITY:

Notwithstanding any other provision of this Agreement, in no event shall City be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

29. INDEPENDENT CONTRACTOR:

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

30. PROFESSIONAL NOT AGENT:

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

31. PAYMENT OF TAXES AND OTHER EXPENSES:

Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

32. NOTICES:

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

If to City:
City of Turlock
Attn: Chris Fisher, Director
156 S. Broadway, Suite 150
Turlock, California 95380

With courtesy copies to:
City of Turlock, City Attorney's Office
Attn: Katie O. Lucchesi, City Attorney
156 S. Broadway, Suite 230
Turlock, California 95380-5456

If to Professional:
Willdan Engineering
Attn: Vanessa Munoz, President
2401 E. Katella Avenue, Suite 300
Anaheim, CA 92806

33. CITY CONTRACT ADMINISTRATOR:

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

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Julian Avila, Associate Civil Engineer
156 S Broadway Suite 150
Turlock, CA 95380
Telephone: (209) 668-5491
E-mail: javila@turlock.ca.us

34. INTERPRETATION:

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

35. USE OF CITY PROJECT NUMBER:

Professional 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 Professional or its subcontractors from using their own project numbers for their own internal use.

36. MODIFICATION:

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

37. WAIVER:

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

38. ASSIGNMENT:

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

39. AUTHORITY:

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

40. DRAFTING AND AMBIGUITIES:

Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and

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revision of this Agreement. Any rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

41. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

42. VENUE:

Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

43. SEVERABILITY:

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

44. EXECUTION AND COUNTERPARTS:

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

45. AUDIT:

City shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to City under this Agreement.

46. ENTIRE AGREEMENT:

This Agreement, together with its specific references, attachments, and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding, and agreements with respect hereto, whether oral or written.

47. SUPERSEDES PRIOR AGREEMENT:

It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

48. MANDATORY AND PERMISSIVE:

"Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

49. SUCCESSORS AND ASSIGNS:

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All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

50. HEADINGS:

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

51. ATTORNEY'S FEES AND COSTS:

If any action at law or in equity not resolved pursuant to "ARBITRATION OF DISPUTES" of this Agreement, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

52. NECESSARY ACTS AND FURTHER ASSURANCES:

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

53. TIME IS OF THE ESSENCE:

Time is of the essence in this Agreement for each covenant and term of a condition herein.

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

Willdan Engineering, a California corporation

DocuSigned by:
Vanessa Munoz
A6A1BAC252C2432...

SIGNATURE

Vanessa Munoz

FULL NAME

President

TITLE

7/6/2026

DATE SIGNED

CITY OF TURLOCK, a California municipal corporation

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

APPROVED AS TO SUFFICIENCY:

SIGNATURE

Christopher Fisher

FULL NAME

Municipal Services Director

TITLE

DATE SIGNED

APPROVED AS TO FORM:

SIGNATURE

FULL NAME

TITLE

DATE SIGNED

ATTEST:

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SIGNATURE

FULL NAME

TITLE

DATE SIGNED

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Exhibits List

A - Scope of Services - Willdan

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Exhibit A

Scope of Services - Willdan

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CITY OF TURLOCK

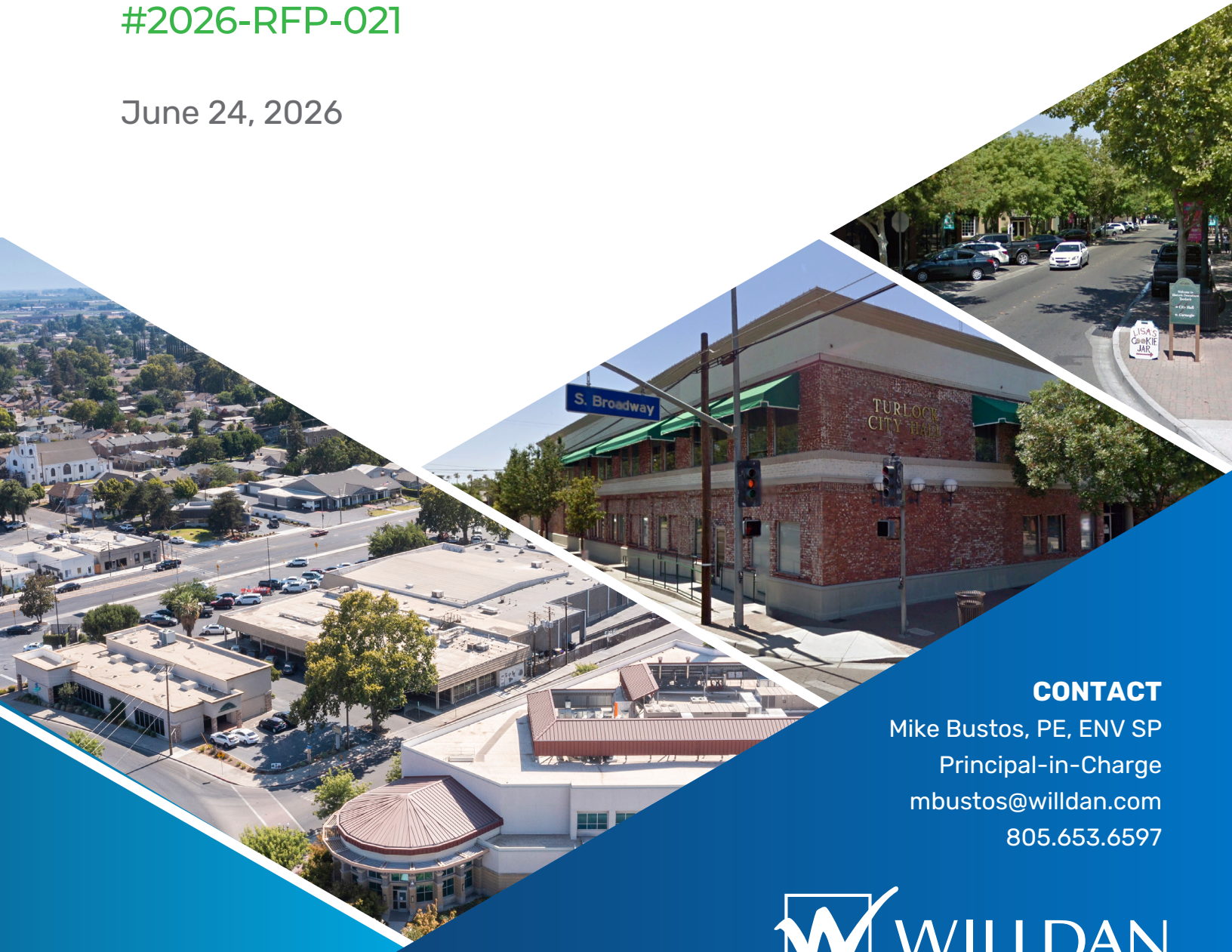
CALIFORNIA

Proposal for

Construction Management Services for System Wide AMI and Water Meter Installation

#2026-RFP-021

June 24, 2026



CONTACT
Mike Bustos, PE, ENV SP
Principal-in-Charge
mbustos@willdan.com
805.653.6597

WILLDAN

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City of Turlock

#2026-RFP-021

Construction Management Services for System Wide AMI and Water Meter Installation

1

Willdan's Proposal

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Cover Letter

June 24, 2026

City of Turlock
Submitted via OpenGov Procurement Portal

RE: Proposal for Construction Management Services for System Wide AMI and Water Meter Installation
Request For Proposal #2026-RFP-021

The City of Turlock ("City") undertaking an important infrastructure modernization effort to replace aging water meters, implement AMI technology, improve meter accuracy, and support more efficient water system operations. **Willdan Engineering ("Willdan")** understands that the City needs a responsive construction management partner to protect its interests during construction. Our team will provide field oversight, documentation, schedule and cost control, VPM-based administration, labor compliance, materials testing coordination, and stakeholder coordination. Our team is prepared to provide these services through final completion and will work as an extension of City staff to help deliver a fully operational AMI water meter system.

Unlike many traditional construction management firms, Willdan combines direct AMR/AMI construction management experience, utility operations expertise, and hands-on AMI-to-billing integration experience, allowing us to support both the physical meter replacement program and the successful implementation of the City's new AMI platform. Willdan brings direct experience managing, inspecting, and even installing water meter, AMR/AMI, and municipal water infrastructure projects throughout California. Our relevant experience includes the City of South Gate's Automatic Water Meter Upgrade projects, City of Fillmore's Citywide Advanced Metering Infrastructure (AMI) development and implementation project, water main replacement projects, and numerous water distribution, pipeline, and utility improvement assignments for public agencies. This experience gives our team a practical understanding of meter replacement logistics, resident coordination, service interruption constraints, quality documentation, and timely project closeout.

Project Manager
Mike Bustos, PE, ENV SP
mbustos@willdan.com
805.279.6870

Our proposed team is led by **Mike Bustos, PE, ENV SP,** who will serve as Principal-in-Charge and Project Manager, providing a single point of contact for the City. Mike is supported by experienced construction inspection, QA/QC, labor compliance, and materials testing personnel with strong water infrastructure backgrounds. Willdan's team will use proven project controls, site-specific inspection checklists, Virtual Project Manager, materials testing coordination, and clear issue-resolution procedures to maintain accountability, reduce risk, and support timely decision-making.

Willdan is committed to delivering this project safely, efficiently, and in full compliance with the City's Scope of Work. We will focus on protecting the City's interests, minimizing impacts to residents and businesses, maintaining complete and accurate project records, and supporting completion of a high-quality AMI water meter installation project on schedule and within budget.

We appreciate the opportunity to submit our qualifications and look forward to partnering with the City of Turlock on this important project. Please contact Mike at (805) 279-6870 or email at mbustos@willdan.com to discuss our qualifications in further detail. We have received and acknowledge Addendum #1 dated June 18, 2026.

Respectfully submitted,
WILLDAN ENGINEERING

Chris Baca, RCI
Director of Construction Services

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No.	Evaluation Criteria	Willdan Response
1.	Demonstrated qualifications, competence, abilities, and knowledge of personnel assigned	✓ **Mike Bustos, PE, ENV SP,** leads delivery with support from **Arne Cvek** and inspectors with direct water utility experience ✓ Willdan's proposed team combines senior CM leadership, QA/QC oversight, labor compliance, materials testing, and experienced water infrastructure inspectors.
2.	Experience of the Consultant to provide the specified services	✓ Willdan has delivered CM, inspection, labor compliance, and materials testing for similar municipal water meter replacement projects ✓ Our experience includes AMR/AMI development and implementation, upgrades, water main replacements, pipelines, and public agency utility improvements.
3.	Record of the Consultant in accomplishing similar work within budget	✓ Willdan emphasizes early issue identification, schedule tracking, cost control, accurate documentation, and timely change order review ✓ Our project controls and experienced field staff help minimize claims, avoid delays, and protect agency budgets
4.	Completeness of proposal	✓ Willdan's proposal directly responds to each RFP requirement and evaluation criterion. ✓ The proposal includes the required scope, methodology, staffing, similar projects, fee information, forms, and acknowledgments.
5.	Approach/ Methodology	✓ Willdan's methodology centers on proactive CM, full-time inspection, VPM documentation, and clear issue resolution ✓ Our approach supports quality assurance, schedule control, public outreach coordination, labor compliance, materials testing, and closeout
6.	Consultant Fees	✓ Willdan provides clear labor assumptions, task-level effort, and a not-to-exceed cost ✓ Our staffing plan balances cost-effective delivery with responsive senior oversight and specialty support
7.	Financial responsibility	✓ Willdan offers the stability of a California corporation backed by a publicly traded parent company ✓ With 62 years in business, 1,800+ employees, and 50+ offices, Willdan has the resources to support the City through completion ✓ Willdan has worked extensively with over 96% of the cities and counties, as well as over 90 water districts in California
8.	Qualified Local Vendor Preference	✓ Willdan maintains an active City of Turlock business license and is prepared to perform work in compliance with City requirements. ✓ Willdan's statewide public agency experience and local project readiness provide strong value despite no QLV preference.

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City of Turlock

#2026-RFP-021

Construction Management Services for System Wide AMI and Water Meter Installation

2

Qualifications and Experience

4.1. General

Willdan has reviewed and understands the requirements of RFP #2026-RFP-021, including the formal proposal guidelines, submission requirements, and project coordination responsibilities. We confirm that this proposal has been prepared in the required order and format and will be submitted electronically through the City's OpenGov eProcurement portal by the stated deadline.

Willdan acknowledges that all submitted materials become property of the City, may be subject to disclosure under the California Public Records Act, and may not be amended, modified, or supplemented after the proposal deadline.

4.2. Qualifications and Experience

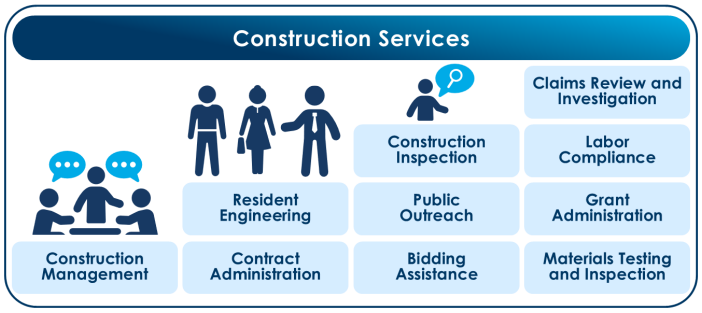
History of Willdan and Project Team

Willdan Engineering (Willdan), a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly traded corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths.

Willdan has more than **1,800 employees**, including licensed engineers, program and construction managers, financial analysts, planners, and other skilled professionals, operating out of **50+ offices located throughout the United States**. Willdan benefits from well-established relationships with local and state government agencies, investor-owned and municipal utilities, and private sector commercial and industrial firms throughout the United States. We have supported the implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan is in good standing with the State of California and is licensed to practice in California.

Throughout our 62-year history in California, Willdan has been a consistent industry leader, providing all aspects of municipal, infrastructure, and transportation engineering; program management; financial consulting; municipal planning; and environmental and energy-related services, along with a full complement of related disciplines. Dedicated to providing public agencies with reliable, high quality, and cost-effective services, Willdan merges sound solutions with a solid respect for the fiscal responsibility faced by public agencies and the concerns of affected communities. This approach has proven responsive to the most challenging budget, schedule, and aesthetic requirements; it is the foundation of our excellent reputation and our company growth. Willdan addresses the varied demographics of our public agency clients through focused, specialized services offering ***solutions tailored to the unique goals and visions of each agency***.

Our resident engineers, construction managers, and construction observers offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity. These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals



are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the City's Project Manager and/or the contractor, along with constructive recommendations for solutions, so costly delays and negative impacts to the public and projects are avoided.

Company Identification

Company Identification	
Legal Form of Company	Corporation
Ownership of Company	Publicly Traded Company
Senior Officials of Company	▪ Michael A. Bieber, *Chairman of the Board* ▪ Vanessa Munoz, *President, Chief Executive Officer* ▪ Creighton K. Early, *Chief Financial Officer, Treasurer* ▪ Aaron Etzkorn, *Senior Vice President* ▪ Patrick Johnson, *Vice President* ▪ Kate Nguyen, *Secretary* ▪ Pattie Casey, *Assistant Secretary*
Name and Email of Main Contact (for project)	Mike Bustos, PE, ENV SP, mbustos@willdan.com
Phone Number	805.279.6870
E-mail Address (for proposals)	rfps@willdan.com
Website	www.willdan.com
Unique Entity Identifier (SAM.GOV)	VUFLJX1FNUG1

Sub-Consultants and Division of Responsibilities

Willdan will be the primary participating party for the City. We will utilize one sub-consultant to provide specialty support under the direction of Willdan staff.

Sierra Geotech (Materials Testing Subconsultant)

Division of Responsibilities: Sierra Geotech will provide specialized materials sampling, testing, and laboratory services to complement Willdan's in-house geotechnical capabilities under **Manuel Guzman, PE**. Sierra's testing personnel will coordinate daily with the Construction Manager and Construction Inspector to ensure timely testing of construction materials. Manuel Guzman will provide technical oversight and quality assurance review of all materials testing reports, with results communicated through the established project reporting structure to the City.

SIERRAGEOTECH

Sierra Geotech Office (location): 4470 Yankee Hill Rd, Rocklin, CA

Willdan's Experience

Water Meter and AMR/AMI Installation Projects. Willdan has successfully delivered comprehensive construction management and inspection services for multiple automatic meter reading and water meter replacement projects throughout California. In the City of South Gate, Willdan provided construction management, inspection, and labor compliance services for the Automatic Meter Reading (AMR) Phase 3, Project No. 649-WTR. This $1.3 million project involved removing and replacing approximately 1,725 existing water meters ranging from 3/4-inch to 2-

inch with new Automatic Meter Reading based water meters and Itron 500W transmitters throughout Route C-1 of the City's water distribution system. The project also included replacing and connecting piping and valves on customer side connections as needed. Willdan is currently providing similar services for the City of South Gate's Phase 5 AMR Upgrade Project, demonstrating the City's continued confidence in Willdan's construction management capabilities. Willdan is also scheduled to begin providing construction inspection services in July 2026 for the City of Glendale Water and Power's Advance Meter Infrastructure (AMI) System Replacement, which will feature 34,662 new water AMI meter assemblies.

Willdan has also successfully supported large-scale water meter and AMI programs through a Section 4217 performance contracting procurement process, including the City of Fresno's 110,000 residential water meter and AMR installation program and the City of Woodland's citywide meter replacement project. Our experience includes coordinating multiple installation crews, maintaining quality control across thousands of residential and commercial locations, and ensuring compliance with agency specifications while minimizing impacts to customers.

Turn-Key AMI Delivery and Billing Integration. Willdan has recent, directly applicable experience delivering complete water metering modernization on a turn-key, design-build basis — taking single-point responsibility from system design through installation, integration, and commissioning. For the Cities of Paramount and Fillmore, Willdan replaced each City's entire meter population with ultrasonic meters on cellular AMI and deployed a combined platform that ingested the AMI head-end data, served a customer engagement portal, and transmitted consumption data into each City's utility billing system (Eden in Paramount, Springbrook in Fillmore).

That last step — getting AMI reads to flow accurately and reconcile into the billing system — is where these programs live or die, and Willdan owned it end to end as the integrator. Having delivered the meter-to-cash chain as the design-builder, our team knows where AMI-to-billing integrations succeed and where they break down: endpoint and meter-ID mapping, head-end-to-billing data flow, billing-determinant validation, and maintaining billing continuity through both a meter-technology change and a billing-system transition. That experience lets us anticipate integration risks early and hold the contractor, AMI vendor, and billing vendor to a defined data-validation and commissioning standard.

Water Distribution System Projects. Willdan's expertise extends to water distribution pipeline construction that supports municipal utility operations. In addition to the standalone meter replacement projects mentioned above, Willdan has also provided construction management and or inspection services to public agencies on numerous water distribution pipelines, including over a dozen for the City of Downey, which include water main replacement and replacement of existing meters with AMI/AMR based water meters.

Representative Projects. Willdan's team expertise and experience are a well-suited match for the City's project. Our experience encompasses the full realm of services that could be involved in the City's project as highlighted in the following experience matrix.

These projects represent Willdan's successful record in accomplishing similar work within budget.

Project	Client	Construction Management	Construction Inspection	Material Testing	Water Meter Installs	AMI/AMR	Property Owner Coordination	Contractor Cooperation
WATER INFRASTRUCTURE PROJECTS								
649-WTR Automatic Meter Reading (AMR) Upgrade – Phase III	City of South Gate	▪	▪	▪	▪	▪	▪	▪
740-WTR Automatic Meter Reading (AMR) Upgrade – Phase V	City of South Gate	▪	▪	▪	▪	▪	▪	▪
Advanced Meter Infrastructure (Ph 1) System Replacement*	Glendale Water & Power		▪		▪	▪	▪	▪

Project	Client	Construction Management	Construction Inspection	Material Testing	Water Meter Installs	AMI/AMR	Property Owner Coordination	Contractor Cooperation
Residential Water Meter and AMI Program	City of Fresno	▪	▪		▪	▪	▪	▪
Citywide Meter Replacement	City of Woodland	▪	▪		▪	▪	▪	▪
Water Meter and AMI Upgrade	City of Fillmore	▪	▪		▪	▪	▪	▪
CIP 19-04 Woodruff Ave Water System Improvements	City of Downey	▪	▪	▪	▪	▪	▪	▪
CIP 19-04 Samoline Ave and Melva St Water System Improvements	City of Downey	▪	▪	▪	▪	▪	▪	▪
CIP 20-23 Third Street Water System Improvements	City of Downey	▪	▪	▪	▪	▪	▪	▪
CIP 22-13 Third Street Water System Improvements	City of Downey		▪	▪	▪	▪	▪	▪
CIP 23-20 4th Street Water System Improvements	City of Downey		▪	▪	▪	▪	▪	▪
CIP 21-15 5th Street Water System Improvements	City of Downey		▪	▪	▪	▪	▪	▪
CIP 23-19 6th Street Water System Improvements	City of Downey		▪	▪	▪	▪	▪	▪
CIP 23-21 Stamps Rd Water System Improvements	City of Downey		▪	▪	▪	▪	▪	▪
Foothill Neighborhood Public Utilities	City of Santa Paula	▪	▪		▪			▪
Tract 5520 Public Improvements	City of Fillmore	▪	▪		▪			▪
SP4037 Annual Water Line Project	City of Orange		▪		▪		▪	▪
Annual Water Main Replacement	City of Santa Monica		▪	▪	▪		▪	▪
Phase 1 Watermain Replacement	City of South Gate	▪	▪	▪	▪		▪	▪
Associated Road Water High Pressure Waterline	City of Brea	▪	▪	▪	▪			▪
Cliffwood Industrial Park Water Improvements	City of Brea	▪	▪	▪	▪		▪	▪
Country Hills Water Phase II	City of Brea	▪	▪	▪	▪		▪	▪
Euclid Street Water Main	City of La Habra	▪	▪	▪	▪		▪	▪

*Project in preconstruction phase – scheduled to start in July 2026

Maintaining Cooperative Atmosphere and Attitude with Contractor. Willdan's construction management methodology emphasizes maintaining a cooperative atmosphere with contractors while serving as the owner's representative. Our approach integrates proven project management methodologies with tailored local strategies, ensuring efficiency, transparency, and public accountability. Throughout construction, our team will maintain a project-first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues. When this collaborative atmosphere is established, it creates a fair environment for all, and project success is achieved. Most contractors will avoid combative arguments and approach projects with a collaborative, team mindset when they know they will be treated fairly, in turn, leading to open, transparent communication, and often less change orders.

Property Owner Coordination and Public Communication. Water service interruptions are among the most sensitive aspects of a water meter replacement project. Temporary shutdowns and service interruptions must be

carefully coordinated, communicated, and documented to minimize impacts to residents and businesses. Willdan will proactively coordinate with the Contractor, City staff, residents, businesses, and property owners to minimize impacts associated with planned water shutoffs. Prior to construction activities, our team will review, monitor, and support the City's public outreach program, including notification letters, door hangers, and other project communications to verify that affected customers receive timely notice of upcoming work and anticipated service interruption durations. During construction, Willdan's field staff will remain available to engage directly with property owners and occupants, respond to questions, and coordinate special accommodations when operational constraints exist, such as medical needs, business operations, irrigation systems, or other critical water-use requirements.

In addition to customer communication, Willdan recognizes that accurate documentation during meter replacement is essential to maintaining billing continuity and preventing account discrepancies. Our inspectors will monitor the Contractor's meter replacement documentation process to verify that existing meter serial numbers, final meter readings, service addresses, customer account information, new meter serial numbers, and AMI endpoint identifiers are accurately recorded and reconciled for each installation. We will review completed meter replacement forms for completeness and consistency and verify that documentation is properly transmitted to the City and project stakeholders to support successful integration with the AMI platform and Tyler New World billing system. This process helps ensure that customer usage history, billing records, and account assignments remain accurate throughout the transition to the new AMI system.

Willdan will also monitor compliance with notification requirements, verify that additional notices are provided when schedules change or shutoffs are extended, and promptly communicate emerging issues to City staff. Through proactive communication, detailed documentation oversight, and responsive issue resolution, Willdan will help minimize customer inconvenience while supporting accurate billing records and efficient completion of meter replacement activities.

Timely Contract Close Out. Willdan understands that timely contract closeout is essential to achieving final project acceptance, releasing retention, and transitioning the AMI system into full operational use by the City. Throughout construction, our team will maintain organized project records, track outstanding items, monitor submittal and documentation requirements, and proactively identify closeout deliverables well before project completion. We will coordinate with the Contractor, AMI vendor, and City staff to verify completion of punch list items, resolution of deficiencies, acceptance of commissioning and integration activities, submission of as-builts, warranties, operation and maintenance information, testing records, and all required closeout documentation. Willdan will conduct substantial and final completion inspections, prepare and track punch lists, verify corrective actions, and provide recommendations regarding project acceptance. By managing closeout activities continuously throughout the project rather than waiting until construction is complete, Willdan helps avoid unnecessary delays and supports a smooth, efficient transition to final acceptance and project completion.

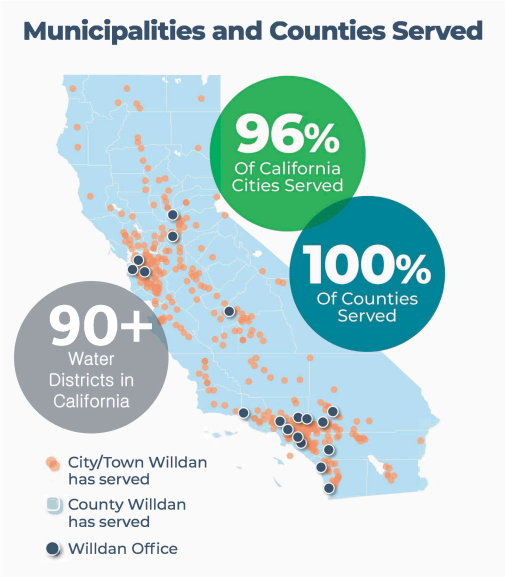
Experience with Public Agencies and Water Districts

Willdan has worked extensively with over *96% of the cities and counties, as well as over 90 water districts in California*, providing construction management, engineering, and inspection services. This extensive public sector experience provides the firm with unique insight into municipal operations, procurement requirements, and the fiscal challenges facing local agencies. A significant portion of Willdan's staff have served in public agency management positions prior to joining the firm, bringing firsthand knowledge of client needs and operational realities.

Water District Experience. Willdan has provided construction management and engineering services to numerous California water districts and municipal water departments. Representative water district clients include:

- City of Santa Ana
- Western Municipal Water District
- Liberty Water (formerly Park Water Company)
- Santa Monica Water Department
- Downey Water Department
- Brea Water Department
- Lakewood Water Department
- Long Beach Water Department
- South Gate Water Department
- San Bernardino Municipal Water Department

These assignments have involved construction management for water treatment facilities, well installations, reservoir construction, pipeline replacements, pump station upgrades, and distribution system improvements.



Regulatory Compliance and Procurement. Willdan is highly experienced with permitting and regulatory requirements for water infrastructure projects, including Caltrans LAPM procedures for federally funded projects, with participation in more than 200 successful Caltrans audits. Our construction managers are well versed in federal and state funding administration, Davis-Bacon compliance, and grant management for agencies such as the EPA, Caltrans, and the State Water Resources Control Board.

Environmental and Water Quality Compliance. Our team includes Qualified SWPPP Practitioners and Developers who oversee compliance with State Water Resources Control Board Construction General Permit requirements and municipal stormwater permits. We monitor BMP implementation, ensure proper documentation, and coordinate with regulatory agencies to protect water quality during construction.

Ongoing Public Agency Relationships. Willdan has worked extensively with public agencies throughout California for more than 62 years, providing engineering, construction management, inspection, labor compliance, materials testing, and program management services. We have supported over 96% of California's cities and counties and maintain long-standing relationships with municipalities, water departments, special districts, transportation agencies, and utility providers. This extensive public-sector experience has given our team a thorough understanding of public agency procurement requirements, contract administration procedures, regulatory compliance obligations, funding requirements, and stakeholder expectations.

Many of Willdan's professionals have previously served in public agency leadership and management roles, providing firsthand insight into the operational, financial, and political considerations that influence successful project delivery. Our experience working as an extension of agency staff enables us to communicate effectively with City personnel, consultants, contractors, utility providers, elected officials, and the public while maintaining accountability, transparency, and responsiveness throughout project execution. This public agency perspective allows Willdan to consistently deliver projects that protect agency interests, support informed decision-making, and achieve successful outcomes for the communities we serve.

Comprehensive Municipal Service Portfolio. Willdan's understanding of public agency needs and issues is unique in the industry, stemming from the significant portion of staff who have served in public agency management positions prior to joining Willdan. Willdan merges sound solutions with a solid respect for the fiscal responsibility faced by local agencies and the concerns of affected communities. This approach has proven responsive to the most challenging budget, schedule, and aesthetic requirements, contributing to the firm's industry reputation and company growth.

Statement of all Claims/Litigation

Willdan Engineering, from time to time, has claims arising from workers compensation, automobile liability and other liability claims in the past five (5) years. Willdan Engineering has not had any claims that made a material impact to its financial condition or the performance of any of its contracts.

Proposed Project Team

Our proposed project team contains 7 employees and 3 construction inspector alternates. See Section 4.4 for additional details and full resumes.

Willdan Staff	Role
Mike Bustos, PE, ENV SP	Principal-in-Charge/Project Manager
Arne Cvek	Construction Manager
Scott Griffith, LEED GA	AMI Integration Specialist
Simon Hernandez	Construction Inspector (Lead)
Marti Martin	Construction Inspector (Alternate)
Heleo Espinoza	Construction Inspector (Alternate)
Manny Trujillo	Construction Inspector (Alternate)
Jane Freij	Labor Compliance Manager
Manuel Guzman, PE	Supervising Engineer, Material Testing
John Borquez	Schedule Reviewer

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City of Turlock

#2026-RFP-021

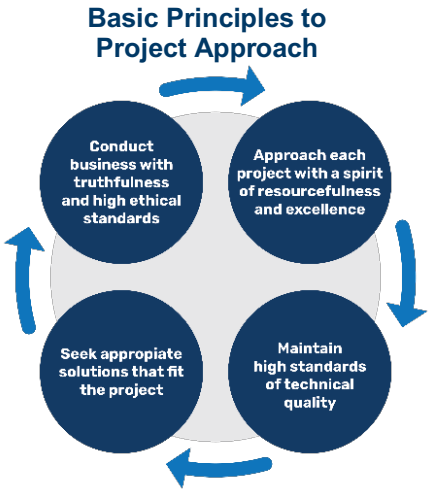
Construction Management Services for System Wide AMI and Water Meter Installation

3

Methodology Section

4.3. Methodology Section

Willdan's project delivery methodology is built around proactive construction management, rigorous project controls, continuous communication, and comprehensive documentation. Our approach is designed to provide the City of Turlock with real-time visibility into project status while ensuring construction quality, schedule adherence, budget control, regulatory compliance, and successful implementation of the City's Advanced Metering Infrastructure (AMI) system. Our objective is to protect the City's interests while facilitating successful completion of approximately 4,293 meter replacements, implementation of the AMI system, and integration of meter data into the City's billing platform within the established schedule and budget.



Implementation Plan

Willdan provides comprehensive construction management services fully aligned with the City's RFP requirements, to modernize the City's water metering infrastructure.

- **Pre-Construction**. Prior to construction, Willdan will conduct a comprehensive review of the construction documents, contractor schedule, public outreach requirements, AMI implementation requirements, and project-specific risks. We will establish project controls, communication protocols, documentation procedures, and VPM workflows to ensure efficient management of RFIs, submittals, change orders, schedules, and project correspondence. We will lead the pre-construction meeting and coordinate with the Design Engineer, City staff, Contractor, and key stakeholders to establish clear expectations and responsibilities.
- **Pre-Construction and Progress Meeting Management.** Willdan will prepare agendas, conduct meetings, and prepare and distribute meeting minutes for weekly progress meetings and bi-weekly progress meetings as required by the City. Virtual meeting capabilities will be provided through Cisco WebEx Teams, Microsoft Teams, or Zoom to conduct virtual meetings, allowing meeting attendees to share computer screens so that all attendees can review reference documents such as photos and plan sheets while working remotely from different locations. Willdan Engineering will provide tablets or laptops and mobile hot spot hardware to field staff to maintain communication with all parties.

  Weekly coordination meetings and bi-weekly progress meetings will be conducted to review project status, installation production rates, schedule performance, outstanding RFIs, submittals, change orders, public outreach activities, AMI integration progress, and critical action items. Meeting minutes, action item logs, and project decisions will be documented and tracked through completion.
- **Public Outreach Monitoring.** Willdan's inspectors provide greater understanding of the City's cause to the general public, residents, and businesses. Typically, efforts begin by having the inspector visit the job site before construction starts, identifying key stakeholders in the project area, introducing themselves, and handing out business cards. Willdan Engineering is available to act as liaison between the City and community partners to further the goals of the project.
- **Construction Management and Administration**. Experienced construction managers and resident engineers provide field oversight, manage contract documentation, process progress payments, and proactively facilitate the project activities to ensure compliance and clear communication. Willdan will utilize Virtual Project Manager (VPM) as the primary platform for project documentation, communication, and record management. Through VPM, our team will manage RFIs, submittals, working day statements, meeting minutes, daily reports, progress photos, change orders, and project correspondence. Utilizing our in-house Scheduler, we will continuously monitor project progress against the approved baseline schedule, evaluate schedule updates, identify potential delays, and work collaboratively with the Contractor to implement corrective actions when necessary.

- **Inspection and Quality Control**. During construction, Willdan will provide full-time field observation services to verify that work is completed in accordance with the plans, specifications, manufacturer requirements, City standards, and approved submittals. Our inspectors will document daily activities, monitor contractor performance, verify temporary traffic and pedestrian controls, review public notification efforts, and coordinate closely with affected property owners during meter replacement activities and water shutoffs. Particular emphasis will be placed on maintaining accurate installation records, documenting existing and replacement meter information, verifying meter testing and functionality, and ensuring that customer account data is accurately transferred to support uninterrupted billing operations.
- **Erosion Control Review and Compliance.** Willdan's inspectors are fully knowledgeable in the latest regulations for storm water abatement and QSP/QSD training. The construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's erosion control plans and meet with the contractor to rectify the issue with agreed-upon solutions that meet standards while avoiding delays.
- **Specialty Testing**. While the material testing needs on this type of project are very minimal, Willdan and Sierra Geotech will work collaboratively to provide responsive, high-quality materials testing and quality assurance services throughout construction as the needs arise. Sierra Geotech will perform the day-to-day field and laboratory testing activities and Willdan will provide technical oversight through Supervising Engineer Manuel Guzman, PE, one of Willdan's technical leads for geotechnical engineering and materials testing services, providing the City with an additional layer of technical review and quality assurance beyond standard testing services. This integrated approach provides the City with the responsiveness of a local accredited laboratory, combined with the technical expertise, engineering judgment, and quality assurance oversight of Willdan's geotechnical and construction management professionals.
- **Coordination.** Willdan will serve as the City's single coordination point across the installation contractor, AMI vendor, billing system vendor, and City staff regarding the integration of new meter and AMI data into the City's billing system. To keep that coordination disciplined, Willdan will establish and maintain a coordination tracker that maps the interfaces and data hand-offs along the full path — meter → endpoint → head-end → billing → reports — so responsibilities, dependencies, and open items stay clear and nothing falls between vendors.
- **Integration Testing, Commissioning, and Data Validation.** Willdan will review the AMI vendors' integration testing, commissioning, and data-validation activities — including phased testing (system integration, user acceptance, and field testing) and validation of AMI reads against field reads and prior consumption history — and provide recommendations to the City before it accepts data into production billing. Because Willdan has performed AMI-to-billing integration as the design-builder, these reviews go beyond confirming that tests were run to assessing whether the right things were tested and whether results actually demonstrate billing-ready data. We have established relationships with vendors who specialize in AMI billing integration and can assist our team with the City's project. As part of inspection, Willdan will also perform installation-level quality assurance — verifying meter number, read accuracy, and installation correctness — so installation defects are caught before they affect billing.
- **Business Process Evaluation.** Willdan will assist the City in evaluating its existing meter-to-cash and customer service business processes and identifying the process updates needed to incorporate AMI data and functionality — for example, exception-based billing, leak and continuous-consumption alerts, and streamlined high-bill investigation and move-in/move-out workflows.
- **Monitoring and Reporting.** Willdan will monitor the status of integration activities and report issues, risks, and coordination needs to the City on a regular cadence, maintaining an issues-and-risk log with defined escalation paths so dependencies are surfaced and resolved before they affect schedule or billing accuracy.
- **Project Closeout.** At project closeout, Willdan will conduct substantial and final completion inspections, prepare and track punch list items, verify completion of commissioning and integration activities, review

project documentation, coordinate final acceptance requirements, and provide recommendations to the City regarding project completion. By maintaining rigorous oversight from pre-construction through final acceptance, Willdan will help ensure the City receives a high-quality, fully functional AMI system delivered safely, efficiently, and in accordance with the project requirements.

Achieving Client Satisfaction and Scope of Work Requirements

Willdan's primary objective is to serve as a trusted extension of City staff throughout the delivery of the System Wide AMI and Water Meter Installation – Phase 1 Project. Our approach is centered on proactive communication, responsive project management, comprehensive field oversight, and disciplined project controls that provide the City with confidence that construction activities, AMI implementation, and system integration are progressing safely, efficiently, and in accordance with project requirements.

Client satisfaction begins with communication and accountability. Willdan will designate a single point of contact responsible for coordinating all construction management activities and maintaining consistent communication with City staff. Our team will provide timely responses to City requests, maintain open communication channels with project stakeholders, and promptly elevate issues requiring City input or decision-making. Regular progress meetings, status updates, schedule reviews, and project reporting will ensure that City staff remain informed regarding project progress, budget status, potential risks, public concerns, and upcoming activities.

To satisfy the requirements of the Scope of Work, Willdan will provide full-time field inspection and construction management services throughout the duration of the project. Our inspectors will document daily construction activities, monitor contractor compliance with the plans and specifications, verify traffic and pedestrian controls, review public notification efforts, observe meter installation and testing activities, and maintain complete project records. Construction activities will be documented through daily reports, photographs, quantity tracking, and inspection logs maintained within the City's Virtual Project Manager (VPM) platform.

Because the project involves replacement of approximately 4,293 water meters and implementation of a new AMI system, Willdan will place particular emphasis on quality assurance, documentation accuracy, and system integration. Our team will monitor the Contractor's meter replacement documentation process to verify that existing meter serial numbers, final meter readings, service addresses, new meter serial numbers, and endpoint identifiers are accurately recorded and reconciled. We will review installation records, monitor meter testing and endpoint activation activities, and coordinate with the Contractor, AMI vendor, Tyler Technologies representatives, Design Engineer, and City staff to support successful commissioning and integration of the new AMI system.

Willdan will utilize Virtual Project Manager (VPM) as the primary project management platform for RFIs, submittals, daily reports, meeting minutes, working day statements, change orders, payment reviews, and project correspondence. Our familiarity with VPM allows us to provide the City with transparent, real-time access to project information while maintaining complete and organized project records.

To protect the City's schedule and budget, Willdan will continuously monitor contractor performance, review baseline and updated schedules, evaluate potential delays, verify quantities, review payment applications, and assess change order requests. Our proactive management approach helps reduce claims, avoid unnecessary delays, and minimize impacts to project costs.

Willdan will also provide labor compliance monitoring services with in-house staff, including review of certified payroll submissions, spot-checking prevailing wage compliance, maintaining labor compliance records, and notifying the Contractor of any identified deficiencies. These efforts help ensure compliance with applicable labor regulations and protect the City from potential regulatory issues.

Throughout construction, our team will support the City's commitment to customer service by monitoring public outreach efforts, coordinating with property owners affected by water shutoffs, responding to stakeholder concerns, and helping minimize impacts to residents and businesses. Our inspectors understand that successful project delivery requires not only quality construction but also positive interactions with the public.

Finally, Willdan will actively manage project closeout from the beginning of construction through final acceptance. We will track closeout requirements, coordinate substantial and final completion inspections, prepare and monitor punch list items, review final documentation, support commissioning and integration acceptance activities, and provide recommendations regarding project acceptance. This proactive approach helps ensure an efficient transition from construction to full operation of the City's new AMI system.

Through responsive service, proactive communication, rigorous project controls, and comprehensive oversight of construction and AMI implementation activities, Willdan will deliver the high level of service necessary to achieve client satisfaction and successfully fulfill all requirements of the City's Scope of Work.

Scope of Work Satisfaction

Willdan has reviewed and understands the Scope of Work for the City of Turlock's System Wide AMI and Water Meter Installation – Phase 1 Project. Willdan will provide the scope of services required by the RFP through the estimated Final Completion due date.

Willdan's scope of services will include the following:

- Enter into and provide all required documentation specified in the sample agreement and provide said documentation within one week of the approval of the agreement by the City Council.
- Utilize Virtual Project Manager (VPM) for reviewing, approving, and viewing of all construction documentation for the duration of the construction contract and for project correspondence to the maximum extent possible.
- Use computer hardware and software that meets the requirements of the VPM system and ensure connectivity to VPM.
- Lead and document a pre-construction meeting, in coordination with the Design Engineer.
- Lead and document regularly scheduled construction progress meetings on a bi-weekly basis.
- Provide a virtual option to participants for each meeting, such as Zoom, Microsoft Teams, Webex, or similar platform.
- Create and approve Weekly Statements of Working Days in VPM on a weekly basis and include them in regular progress meeting agenda packets.
- Review, verify, and monitor the Contractor's public outreach efforts, including notification letters and door hangers to affected property owners and residents, including tenants where applicable.
- Be available to engage and communicate with nearby property owners and residents during water shutoff periods.
- Monitor the Contractor's public notification efforts during construction and verify that additional notices are provided for extended shutoffs, schedule changes, or other significant impacts.
- Review the Contractor's performance in tracking and providing a form for each water meter being replaced and advise the Contractor of any deficiencies.
- Provide full-time field inspection of the work in progress on the site for conformance with the project details and specifications with skilled and professional personnel.
- Monitor all construction work and document the work.
- Maintain daily written reports.
- Track and record change order work on a Force Account basis, except when the cost of change order work has been approved as a lump sum amount prior to any change order work performed.
- Perform daily inspection of temporary traffic and pedestrian control devices placed by the Contractor for conformance with the approved temporary pedestrian and traffic control plans, as needed.
- Monitor the Contractor's compliance with work restrictions and City projects coordination requirements.
- Advise the Contractor of observed violations or potential conflicts related to access limitations, traffic or pedestrian impacts, and overlapping City projects.
- Coordinate with City staff, involved vendors, the Design Engineer, the Contractor, and other City project contractors as needed.
- Document coordination issues and unresolved conflicts in the project records.

- Perform review of the Erosion and Sediment Control Plan.
- Review effectiveness of Best Management Practices placed by the Contractor and advise the Contractor of any BMP deficiencies noted while inspecting the work.
- Perform, or subcontract, coordinate, and administer any required materials testing and special inspections during construction.
- Observe and document the Contractor's required functional verification of installed meters, including bucket testing or other Engineer-approved method.
- Verify that deficiencies, including leaks, improper meter registration, or communication failures, are corrected and retested prior to acceptance.
- Coordinate with the City of Turlock Water Division for water quality sampling and testing when required.
- Coordinate, monitor, and support implementation of the AMI solution as it interfaces with the City's software systems and related business processes.
- Coordinate with the Contractor, AMI vendor, billing system vendor, and City staff regarding integration of new meter and AMI data into the City's billing system.
- Review integration testing, commissioning, and data validation activities and provide recommendations to the City.
- Assist the City in evaluating existing business processes and identifying process updates needed to incorporate AMI data and functionality.
- Monitor the status of integration activities and report issues, risks, and coordination needs to the City.
- Assist the Design Engineer and Contractor with general coordination of submittals, RFIs, design clarifications, and Design Engineer responses.
- Monitor the Contractor's activities related to utility coordination efforts and advise the Contractor and City staff of any corrections needed.
- Maintain detailed project records, including inspection reports, photos, measurement of quantities, submittal logs, RFI logs, meeting minutes, and decision logs.
- Review and approve the construction baseline schedule and other schedules required to be submitted by the construction contractor.
- Monitor the Contractor's progress of the approved baseline schedule.
- Review baseline schedule updates and require recovery schedules as may be required in the progress of the work.
- Review the construction contractor's invoices on a monthly basis and provide recommendation to the City for payment based on quantities placed and materials or equipment purchased and stored.
- Document, review, and comment on change order requests and contract change orders, including work related to allowance bid items.
- Provide assessment of schedule impacts and potential contractor delays.
- Provide recommendation for Owner's action on potential change orders.
- Maintain notes and documents to support the Owner and Design Engineer during claims proceedings.
- Include a separate task and an allowance in the amount of $10,000 to analyze, coordinate, administer, and make recommendations regarding potential claims.
- Provide labor compliance monitoring activities.
- Verify that the Contractor is regularly uploading certified payroll reports to the DIR website and to the City/Construction Manager as required.
- Spot check the Contractor's certified payroll reports.
- Track any payments noted as being less than the required prevailing wage rate and notify the Contractor of non-compliance.
- Maintain a record of all certified payroll records submitted by the Contractor and safeguard the information to the maximum extent permitted by law.
- Inspect the work for Substantial Completion and Final Completion.
- Issue punchlists.
- Recommend final acceptance of the project upon completion of all punchlist items.

AMI Integration and Commissioning Approach

The City of Turlock's System Wide AMI and Water Meter Installation Project is more than a meter replacement program. Successful project delivery requires accurate installation of new meters and endpoints, reliable communication with the AMI system, validation of meter and account data, successful integration with the City's billing platform, and implementation of business processes that allow City staff to fully utilize the new AMI capabilities. Willdan will provide construction management oversight throughout the installation, testing, commissioning, and integration phases to help ensure a successful transition to the new AMI system.

Installation Verification and Quality Control

Willdan will monitor the Contractor's installation activities to verify that all meters, registers, endpoints, meter boxes, and associated appurtenances are installed in accordance with the contract documents, manufacturer requirements, and approved submittals. Inspection staff will review installation records and perform field verification of completed installations to confirm:

- Correct meter size and model installation
- Proper endpoint installation and activation
- Accurate meter serial number and endpoint identification recording
- Proper customer account association
- Compliance with project specifications and approved installation procedures

Willdan will review the Contractor's meter replacement tracking forms and installation database records to verify completeness and accuracy before acceptance.

Functional Verification and Commissioning

Willdan will observe and document the Contractor's required functional verification testing of installed meters and AMI components. This includes verification of meter operation, communication functionality, and successful registration of meter data within the AMI system.

Deficiencies such as leaks, improper registration, communication failures, incorrect account assignments, or data transmission issues will be documented and tracked through resolution. Willdan will verify that corrective actions have been completed and that affected installations have been retested prior to acceptance.

AMI System Integration Oversight

Willdan will coordinate with the Contractor, AMI vendor, Tyler billing system representatives, Design Engineer, and City staff to support implementation of the AMI solution and integration with the City's existing software systems.

Our team will monitor integration activities including:

- Meter and endpoint data transfers
- Account-to-meter association verification
- Data synchronization between AMI and billing systems
- Interface testing and validation
- Exception reporting and resolution
- System acceptance testing activities

Willdan will facilitate communication among project stakeholders to identify and resolve integration issues quickly while minimizing impacts to project schedule and operations.

Data Validation and Account Reconciliation

Accurate customer billing depends on proper assignment of each installed meter and endpoint to the correct customer account. Willdan will review the Contractor's data management procedures and monitor implementation of data validation protocols throughout the project.

Our team will assist the City by reviewing:

- Meter serial number inventories

- Endpoint identification records
- Customer account assignments
- Installation completion reports
- Data validation and reconciliation reports

Any discrepancies identified during installation or integration testing will be documented and tracked through resolution prior to project acceptance.

Business Process Coordination

Implementation of AMI technology often requires updates to utility operations, customer service procedures, and billing workflows. Willdan will assist the City in identifying operational impacts and coordinating implementation activities among City staff, the Contractor, the AMI vendor, and billing system representatives.

This support may include review of:

- New meter reading workflows
- Exception management procedures
- Leak notification processes
- Customer service coordination
- Reporting and dashboard requirements
- Billing process updates associated with AMI deployment

Risk Management and Reporting

Willdan will maintain an AMI Integration and Commissioning Issues Log to track integration risks, testing results, unresolved issues, corrective actions, and responsible parties. Integration status updates will be included in regular progress meetings and project reporting to provide City staff with clear visibility into testing progress, outstanding issues, and readiness for final acceptance.

Through proactive coordination, documentation, testing oversight, and issue resolution, Willdan will help ensure the City receives a fully operational AMI system that is successfully integrated with the City's business systems and ready for long-term operation.

Specific Tasks Required from City Staff

Willdan's project delivery approach is structured to minimize demands on City staff while maintaining the City's control of project decisions, policy matters, budget approvals, and overall project direction. Our goal is to function as an extension of City staff by assuming responsibility for the day-to-day management, inspection, coordination, documentation, and administration activities required to successfully deliver the project.

Willdan anticipates requiring the following support and participation from City staff throughout the project:

Project Oversight and Decision Making

- Designate a primary City Project Manager to serve as the City's representative
- Provide direction regarding project priorities, operational constraints, and City objectives
- Review and approve recommendations involving change orders, claims, contract modifications, and major project decisions in a timely manner
- Participate in key project meetings and provide timely decisions when City direction is required

Information Provision and Technical Support from City

- Provide Willdan with access to the VPM system at no cost
- Provide existing project documentation and background information
- Identify responsible City staff for various technical areas
- Facilitate access to project sites
- Coordinate with other City departments as needed
- Respond to consultant requests for direction or clarification in a timely manner.

AMI and Utility Operations Coordination

- Coordinate with Willdan, the Contractor, Badger Meter representatives, Tyler Technologies representatives, and other City departments regarding operational requirements associated with the AMI implementation
- Provide existing meter account information, billing system information, and utility operational procedures as needed to support integration activities
- Review and approve business process modifications associated with implementation of the AMI system

Project Documentation and Records

- Provide available utility records, GIS information, account information, meter inventories, and other project-related data
- Review consultant recommendations and project reports
- Coordinate internal City reviews when required

Public Agency Coordination

- Provide support for issues requiring City authority, including customer complaints, service interruption concerns, or operational issues that require City involvement
- Coordinate communication with elected officials or other City departments when necessary

Project Acceptance

- Participate in substantial completion and final completion inspections with the Willdan Team
- Review closeout documentation and approve final acceptance of the project

Scope of Work Satisfaction

Willdan will be responsible for managing and administering the day-to-day activities necessary to satisfy the Scope of Work and successfully deliver the project, including:

Construction Management

- Lead and document pre-construction and progress meetings
- Administer construction contracts and project documentation
- Coordinate activities among the City, Contractor, Design Engineer, AMI vendor, Tyler Technologies, utility providers, and testing laboratories
- Monitor contractor performance and schedule compliance

Inspection and Quality Assurance

- Serve as the City's representative in the field
- Provide full-time field inspection services
- Maintain daily inspection reports and project records
- Verify compliance with plans, specifications, permits, and City standards
- Monitor traffic control, pedestrian access, public safety, and erosion control measures
- Observe meter installation, testing, and commissioning activities

Schedule and Cost Control

- Review baseline schedules and schedule updates
- Prepare and manage Weekly Statements of Working Days
- Monitor installation production rates and project progress
- Review contractor payment applications
- Review and evaluate change order requests and potential claims
- Provide recommendations regarding contract modifications and schedule impacts

AMI Integration and Data Validation

- Coordinate AMI implementation activities among the Contractor, Badger Meter, Tyler Technologies, Design Engineer, and City staff
- Monitor meter replacement documentation and account reconciliation activities

- Verify recording of existing meter information, final readings, new meter serial numbers, endpoint identifiers, and account assignments
- Monitor integration testing, commissioning activities, and data validation efforts
- Track and assist with resolution of integration-related issues and discrepancies

Public Outreach and Property Owner Coordination

- Monitor contractor compliance with public notification requirements
- Assist in resolving issues involving service interruptions, property access, and customer concerns
- Document and track public inquiries and project-related complaints through resolution

Labor Compliance and Materials Testing

- Monitor prevailing wage compliance requirements
- Review certified payroll submissions and maintain labor compliance records
- Coordinate materials testing and special inspection services
- Review testing results and monitor corrective actions when deficiencies are identified

Project Closeout

- Conduct substantial completion and final completion inspections
- Prepare and track punch list items
- Verify completion of commissioning and integration requirements
- Review closeout documentation, warranties, testing records, and project files
- Provide recommendations regarding project acceptance

Collaborative Approach to Project Delivery. Our Project Manager and team members will work as an extension of City staff, optimizing communication between the City and consultant team. Willdan emphasizes open communication through regular correspondence, teleconference discussions, and meetings with City staff to obtain direction on issues that may arise and keep City staff apprised of project status. Emails and teleconferences will be utilized whenever possible and appropriate to minimize City staff time spent in meetings.

Mitigation Methods and Practices

Cost and Change Management Controls. Willdan will implement structured cost controls to monitor contract expenditures and evaluate potential changes in scope. Controls include:

- Monthly review of contractor payment applications
- Verification of installed quantities
- Independent review of change order requests
- Force account documentation and verification
- Assessment of schedule impacts associated with proposed changes
- Tracking of allowance expenditures and contingency usage

Recommendations will be provided to the City regarding change order justification, cost reasonableness, and potential budget impacts.

Schedule Controls. Willdan's in-house Scheduler will review and approve the Contractor's baseline schedule and monitor monthly updates throughout construction. Schedule controls will include:

- Review of baseline CPM schedule logic and sequencing
- Weekly review of installation progress and production rates
- Review of three-week look-ahead schedules
- Evaluation of schedule updates and recovery plans
- Tracking of working days and preparation of Weekly Statements of Working Days (WSWD)
- Identification and documentation of potential schedule impacts and delays

Progress will be measured against planned installation quantities, project milestones, AMI commissioning activities, and substantial completion requirements. Potential delays will be identified early and corrective actions discussed with the Contractor before impacts become critical.

Quality Assurance and Inspection Controls. Willdan's construction inspectors offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to corporate integrity. These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation or lead to agency and contractor disagreements. The professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the City's Project Manager and the contractor, along with constructive recommendations for solutions, so that costly delays and negative impacts to the public and the project are avoided.

Willdan will provide full-time inspection services to verify that work is completed in accordance with the plans, specifications, manufacturer requirements, City standards, and approved submittals. Quality controls will include:

- Daily field observation and reporting
- Site-specific inspection checklists
- Verification of meter installations and appurtenances
- Verification of meter box, lid, and valve replacement work
- Observation of bucket testing and functional verification procedures
- Verification of AMI endpoint activation and communication testing
- Review of materials certifications and testing documentation
- Tracking and resolution of deficiencies through punch lists and corrective action logs

All deficiencies will be documented, assigned to responsible parties, and tracked through resolution before acceptance.

Documentation and Record Controls. Willdan will utilize Virtual Project Manager (VPM) as the primary project management platform in accordance with City requirements. VPM will be used to manage:

- RFIs
- Submittals
- Daily inspection reports
- Progress photographs
- Change orders
- Meeting minutes
- Working day statements
- Quantity tracking
- Payment documentation

Our team will maintain complete project records throughout construction to support project transparency, claims avoidance, audit readiness, and efficient project closeout.

AMI Integration and Data Management Controls. A critical component of our methodology is oversight of the AMI implementation and integration process. Willdan will leverage our experience rolling out AMI programs for other public agencies to coordinate with the Contractor, Badger Meter representatives, Tyler Technologies, and City staff to monitor meter programming, endpoint activation, system testing, commissioning, data validation, and billing system integration activities. We will verify that installation documentation is complete, meter and endpoint information is correctly associated with customer accounts, and identified deficiencies are corrected prior to acceptance. Because this project includes implementation of a new AMI system and integration with the City's Tyler New World billing platform, Willdan will apply additional controls to ensure accurate data migration and successful commissioning.

These controls include:

- Verification of existing meter serial numbers and final readings
- Verification of new meter serial numbers and endpoint identifiers
- Review of meter replacement documentation forms
- Validation of meter-to-account assignments

- Monitoring of endpoint activation and communication testing
- Review of integration testing and commissioning activities
- Tracking and resolution of data discrepancies and communication failures

These procedures help ensure accurate customer billing records, successful data transfer into the AMI platform, and reliable operation of the City's new metering system.

Experience with Internet Based Construction Management Systems: Virtual Project Manager

Willdan's in-house construction management software directly aligns with the City's specified software. Willdan has had an account with Virtual Project Manager since 2022 and we utilize the software for all of the CIP projects which we manage or inspect, unless our clients requests that an alternative software be utilized. Willdan currently uses VPM on more than 50 active projects and has completed more than 150 projects utilizing the platform. Having used the software for over 200 projects, we are very familiar and experienced with all portals within VPM, including daily logs, documents, RFIs, submittals, payments, change orders, transmittals, utility, and punch list. In fact, Virtual Project Manager recently named Willdan it's customer of the month on LinkedIn.

Innovative and Creative Approaches

Willdan will apply practical, proven tools and procedures to maximize efficiency, control costs, maintain schedule, and improve project performance.

Additional Capabilities
Willdan can bring specialized AMI advisory capabilities through its consulting partners — including formal business-process re-engineering (current- to future-state design with post-go-live process audits), AMI data-management governance and staff coaching, and a water loss monitoring dashboard aligned to State Water Resources Control Board (SWRCB) water loss reporting requirements. These can be scoped as added tasks if the City sees value.
AMI Data Validation and Billing Continuity Reviews
Willdan will implement a meter replacement reconciliation review process that includes verification of existing meter serial numbers, final meter readings, new meter serial numbers, endpoint identifiers, service addresses, and customer account information. Our team will periodically review installation records and exception reports to identify discrepancies before they impact customer billing or system integration activities.
Production Dashboard Tracking
Willdan will develop a production tracking dashboard utilizing information from contractor reports, VPM records, and field observations. The dashboard will track completed meter installations, remaining quantities, daily production rates, route completion status, rejected installations, punch list items, and AMI commissioning activities. This allows potential schedule concerns to be identified early and corrective action implemented before project milestones are impacted.
Early Closeout Program
Rather than waiting until the end of construction, Willdan will implement an Early Closeout Program that continuously tracks punch list items, warranty documentation, testing records, meter replacement forms, AMI commissioning records, and project documentation throughout construction. This approach reduces the likelihood of delays between substantial completion and final acceptance.

Turnkey Design-Build Solutions for Future Phases
Since this is Phase 1 of a multi-phase program, replacing just about 25% of the City's total water meters, Willdan would like to make the City aware that there may be alternative ways to procure and fund future phases of this type of water meter replacement projects. California General Code Section 4217 allows public agencies to enter into Energy Savings Performance Contracts (ESPCs) with an Energy Service Company (ESCO), which guarantees cost savings from efficiency improvements. Those guaranteed savings are used by a lender to underwrite lease-purchase financing, often structured to be cash-flow positive (self-funding). This setup essentially allows the public agency to reallocate CIP funds to other needs. Willdan has provided this type of turnkey design-built programs for numerous public agencies in California and would be happy to discuss the suitability and feasibility of this approach for future City projects.

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Staffing

4.4. Staffing

Below is a list of individuals who will be working on this project, their relevant experience, the functions that each will perform, and the anticipated hours of service of each individual. Full resumes can be found in the appendix.

Mike Bustos, PE, ENV SP – Principal-in-Charge/Project Manager

(96 hours total, 4 hrs/week during construction)

Mike Bustos currently serves as Deputy Director of Willdan's Construction Services Group, which encompasses construction management, geotechnical/materials testing, and labor compliance services. He brings 25 years of professional experience and holds a California Professional Engineer license (No. 73173) and is an Envision Sustainability Professional (No. 2696).

Mike is responsible for construction management, analysis, design, and plan review of roadway reconstructions, drainage, water and sewer pipelines, pavement rehabilitation, and street projects including traffic signal, landscaping, irrigation, grading, and ADA improvements. He has served as Resident Engineer for over a dozen federally and state-funded projects over the last five years and as a Construction Manager or Resident Engineer for 150+ public works projects for various agencies throughout California with projects totaling over $250 million in construction costs.

Arne Cvek – Construction Manager

(316 hours total, 12 hrs/week during construction)

Arne will serve as Construction Manager with 20+ years of professional experience in the field of full lifecycle construction management/project management. Mr. Cvek has recent relevant experience serving as Construction Manager for the City of South Gate's Phase 3 and Phase 5 Automatic Meter Reading (AMR) Upgrade Projects. He manages cost, scope, schedules, and quality of projects, coordinates testing and sampling of construction materials, and ensures safety and environmental compliance by monitoring and enforcing applicable regulations. He is specifically skilled at managing contractors, equipment, personnel, and resources to maximize productivity.

Scott Griffith, LEED GA – AMI Integration Specialist

(200 hours total)

Scott serves as the AMI Integration Specialist for the project and has over 35 years of experience bringing innovative solutions to water conservation, helping municipalities preserve infrastructure and support critical water savings initiatives and policies unique to California. Scott brings experience in over 100+ water utility projects, delivering innovative water conservation and smart utility solutions to municipalities across the western U.S., with a focus on California's regulatory and infrastructure environment. Scott has supported system optimization and AMI deployments for numerous California agencies including Chino, Dublin San Ramon Services District, Elsinore Valley MWD, and Padre Dam MWD – integrating SCADA, AMI, GIS, and billing platforms to enhance performance and revenue - and has delivered large-scale ESPC and AMI programs in Roswell, NM and Silver City, NM resulting in millions in non-revenue water recovery and operational savings across ~30,000 accounts. Scott utilizes state of the art data analytics to help improve water systems performance; optimizing AMR to AMI transitions, implementing SMART SCADA and integrating the billing systems to enhance customer experience and drive maximum revenue recovery.

Simon Hernandez – Construction Inspector

(840 hours total, 8 hrs/day during construction)

Simon serves as Inspector for this project and is a Senior Public Works Observer with 28 years of construction and inspection experience. He has coursework in Technology for Public Works from Saddleback Community College and holds certifications including E-Rail, Roadway Workers, CIC, Fall Protection, Rubberized Asphalt Plant Inspection, OSHA Trenching and Excavations, First Aid/CPR, Competent Person, and Traffic Control for Safer Work Zones. He is also a former certified water distribution operator (Grade 2) with experience working directly for multiple public water agencies prior to joining Willdan.

Mr. Hernandez has extensive experience in water operations, pavement rehabilitation, concrete structures, and materials testing. His relevant work includes inspection for the City of South Gate's Phase 3 Automatic Meter Reading (AMR) Upgrade Project, as well as various water distribution main replacement projects in Downey and new water main installations that Cities of Santa Paula and Fillmore, each of which involved AMR based water meters. His responsibilities include daily field inspection, traffic control, and coordination with the Construction Manager.

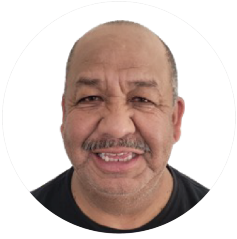
Marti Martin – Construction Inspector (Alternate)

(0 hours total, 8 hrs/day during construction if needed as alternate inspector)

Marti serves as an Alternate Inspector for this project and has over 30 years of increasingly responsible experience providing construction oversight & inspection for a variety of infrastructure projects involving public works, water/wastewater, and civil engineering improvements. He regularly serves as an onsite agency, owner & contractor liaison. Marti has an ability to anticipate potential construction dimensional/applicability issues and is proactive in providing timely resolution to mitigate negative impacts to the project. He is experienced in construction schedule review/updates, general construction logic, addressing potential conflicts, and monitoring adherence to safety, quality, and ethical standards in accordance with owner/stakeholder policies. His responsibilities include daily field inspection, traffic control, and coordination with the Construction Manager.

Heleo Espinoza – Construction Inspector (Alternate)

(0 hours total, 8 hrs/day during construction if needed as alternate inspector)



Heleo serves as an Alternate Inspector for this project and has 40+ years of experience in Public Works, with strong leadership qualities and the ability to manage projects successfully. He possesses exceptional decision-making capabilities and is meticulous in ensuring project specifications are compliant with contracts and requirements. He holds State Certifications in Water Treatment (Grade 1) and Water Distribution (Grade 2). Mr. Espinoza has outstanding customer service skills dealing with clients and contractors and is well organized, with excellent time management abilities, to complete projects on time and within budget. He has provided construction inspection for numerous water infrastructure projects involving water meter installations. His responsibilities will include daily field inspection of pipe bursting operations, water main installations, valve and hydrant assemblies, trenching and backfill, traffic control, and coordination with the Construction Manager.

Manny Trujillo – Construction Inspector (Alternate)

(0 hours total, 8 hrs/day during construction if needed as alternate inspector)

Manny serves as an Alternate Inspector for this project and has 35+ years of experience in the water utility industry, with multifaceted field experience in water distribution, inventory control, water supply, and construction inspection. He holds State Certifications in Water Distribution (Grade 3) and Water Treatment (Grade 3) and has over 30 years of public agency utility experience working directly for a public water agency. Mr. Trujillo is committed, efficient, and has a high-quality standard. He has provided construction inspection for Phase 3 and Phase 5 of the Automatic Meter Reading (AMR) Upgrade Project for the City of South Gate, which include installation of ¾", 1", 1-1/2", and 2" Badger Meter Recordall Disc water meters. His responsibilities include daily field inspection, traffic control, and coordination with the Construction Manager.

Jane Freij – Labor Compliance Manager

(80 hours total, 4 hrs/week during construction)

Jane will be responsible for the delivery of the requested labor compliance services. She is an experienced Labor Compliance Officer and Project Manager with a proven track record in profitability achieved through comprehensive and effective management of time and budget. Jane provides oversight of labor compliance monitoring services for local, state, county, and federally funded projects. Jane is responsible for ensuring the City's projects will be sufficiently staffed in the appropriate numbers to ensure Willdan's excellent performance of the City's scope of work for the duration of this contract.

Manuel Guzman, PE – Supervising Engineer, Material Testing

(16 hours total, 1.25 hrs/week during construction)

Manuel is a Supervising Engineer with extensive experience in geotechnical engineering design and construction phase services for both federal and non-federal clients. He has over a decade of experience supporting complex infrastructure projects, including transportation, rail, water resources, energy facilities, and military facilities. Manuel has expertise in shallow and deep foundation design, retaining wall design, pavement design, and geotechnical investigations. He is experienced in leading field exploration programs, preparing geotechnical reports, and providing construction quality assurance. His background also includes dam safety modifications, levee inspections, and emergency response efforts in compliance with FEMA guidelines.

John Borquez – Schedule Reviewer

(25 hours total, 2 hrs/month during construction)

John serves as the Schedule Reviewer and is a Civil Engineer with over 25 years of specialized experience in Critical Path Method (CPM) scheduling across utility, transportation, infrastructure, power, and industrial construction sectors. He is highly skilled in applying AACE International's recommended practices for project planning, data validation, and forensic schedule analysis, ensuring accurate, defensible results. John has extensive expertise in construction claims, change management, and time impact analysis. He has been formally recognized by the courts as an expert in CPM scheduling and has provided expert testimony in arbitration proceedings, demonstrating his ability to translate complex technical issues into clear, actionable findings.

Team Consistency and Personnel Change Management

Willdan Engineering is committed to maintaining team consistency throughout the life of the City of Turlock's AMI and Water Meter Installation project. The proposed team members have confirmed their availability for the duration of this project and will remain assigned except in cases of termination of employment or if required by the City due to failure to perform the scope of the contract.

Staffing Stability and Resource Management. Willdan's staffing approach focuses on assembling dedicated teams with confirmed availability and appropriate workload capacity to ensure consistency throughout the project lifecycle. The project management philosophy revolves around early and frequent communication with project team members, including City staff, subconsultants, and project stakeholders. The most effective management tool utilized is open and documented communication, especially when meeting project deadlines.

Personnel Change Protocol. In the event that a team member's employment with Willdan is terminated or if the City determines that a personnel change is necessary due to failure to perform the scope of the contract, Willdan will implement the following process:

Immediate Notification. Willdan will notify the City immediately upon becoming aware of any circumstance that may necessitate a personnel change, providing full transparency regarding the reason for the change and the proposed timeline for transition.

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Similar Projects

4.5. Similar Projects

We have included a list of three (3) municipal/public agency references for similar services provided by Willdan.

Automatic Water Meter (AMR) Upgrade Phase III, 649-WTR

Client Name	**City of South Gate**
Project Description	The $1.3 million project included removing and replacing approximately 1,725 ¾", 1", 1-1/2", and 2" existing water maters in Route C-1 of the City of South Gate Water distribution system with new Automatic Meter Reading (AMR) based water meters to allow the City to automate the meter reading process using a handheld device, reducing the time spent on meter readings. Th e Project also included replacing and connecting piping and the valve on the customer side connection as needed. Willdan's services included construction management, inspection, and lab or compliance.
Project Start and End Dates	August 2024 – February 2025
Client Project Manager Name, Telephone Number, and E-mail address	**Derwin Dy** 323.563.5769 ddy@sogate.org

Automatic Water Meter (AMR) Upgrade Phase V, 740-WTR

Client Name	**City of South Gate**
Project Description	The $1.6 million project includes the removal and replacement of existing water meters. The removal and replacement of aging water meters will be approximately for 1,659 water meters of ¾ ", 1", 1-½", 2", and 4" in Route C-4 for the City of South Gate's Water distribution system with new automatic reading (AMR) and Advanced Metering Infrastructure (AMI) based water meters. The proposed work will also i nclude replacing and connecting piping and customer side valve as needed.
Project Start and End Dates	May 2026 – September 2026 (Projected)
Client Project Manager Name, Telephone Number, and E-mail address	**Derwin Dy** 323.563.5769 ddy@sogate.org

CIP 20-23 Third Street Water System Improvements

Client Name	**City of Downey**
Project Description	Willdan provided construction management, inspection, and material testing services for this water main replacement project in a residential area on Third Street between Old River School Rd and Rives Avenue. The project involved the installation of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks and appurtenant fittings; installation of new fire hydrant assemblies, water service lines, AMR meters, and boxes; abandonment of existing water mains, service lines, and associated facilities; trenching, backfill, and compacting; asphalt concrete (AC) and Portland cement concrete (PCC) pavement reconstruction; reconstruction of miscellaneous PCC improvements; and other appurtenant work. This Project demonstrates Willdan's capability to provide construction management, inspection, and materials testing on a water pipeline replacement project on narrow residential streets, including management of service transfers.
Project Start and End Dates	August 2020 – November 2020
Client Project Manager Name, Telephone Number, and E-mail address	**Daniel Mueller** 562.904.7110 dmueller@downeyca.org

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Construction Management Services for System Wide AMI and Water Meter Installation

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Fee Proposal

4.6. Labor and Fee Estimate

The following sections have been submitted as a separate attachment in “6. Fee Proposal,” as requested on OpenGov.

A. Labor Estimate

B. Fee Estimate

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Qualified Local Vendor Information

7. Qualified Local Vendor Information

N/A – Willdan is not a Qualified Local Vendor

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Construction Management Services for System Wide AMI and Water Meter Installation

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Conflict of Interest Statement

8. Conflict of Interest Statement

Willdan certifies and affirms that with respect to the procurement of Construction Management Services for System Wide AMI and Water Meter Installation - Phase 1 Project:

A. Neither Willdan nor any of its owners, officers, directors, employees, or agents has any personal, financial, or organizational interest that would conflict, or appear to conflict, with the fair and impartial execution of responsibilities in connection with this procurement.

B. Willdan has not offered, given, or promised anything of value—such as gifts, favors, or financial incentives—to any City official, employee, or representative involved in the procurement process.

C. Willdan has not been involved in drafting, evaluating, or developing specifications, requirements, or other procurement-related documents for this solicitation in a manner that would provide an unfair competitive advantage.

D. If any actual or potential conflict of interest exists, Willdan has fully disclosed such conflicts in an attached statement, including steps taken to mitigate any potential bias or undue influence. If any conflict of interest arises at any stage before or after the award of the contract, Willdan will notify the City in writing.

Docusign Envelope ID: 1363B391-5437-89AA-8325-74C7BC17D2ED

City of Turlock

#2026-RFP-021

Construction Management Services for System Wide AMI and Water Meter Installation

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City of Turlock Business License Number

9. City of Turlock Business License Number

Willdan's City of Turlock Business License Number is **503353** and is scheduled to renew at the end of June 2026

Business License Tax Certificate Issued to

WILLDAN ENGINEERING

2401 E KATELLA AVE STE 300
ANAHEIM, CA 92806

CITY OF TURLOCK INC. 1908

LICENSE NUMBER **503353**
LICENSE VALID THRU **6/30/2026**

LICENSE BECOMES DELINQUENT 62 DAYS AFTER LICENSE VALID THRU DATE
LICENSE ISSUED FOR REVENUE PURPOSES ONLY – NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW. FAILURE TO PAY ANY LICENSE TAX DUE WILL RENDER THIS BUSINESS LICENSE INVALID.

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City of Turlock

#2026-RFP-021

Construction Management Services for System Wide AMI and Water Meter Installation

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SAM.gov

10. SAM.gov

Willdan's Unique Identity Number is **VUFLJX1FNUG1**

SAM.GOV®

WILLDAN ENGINEERING

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
VUFLJX1FNUG1	**51Y01**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jan 8, 2027**	
Physical Address	Mailing Address	
2401 E Katella AVE STE 300 **Anaheim, California 92806-5909** **United States**	**2401 E Katella AVE STE 300** **Anaheim, California 92806-5909** **United States**	

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City of Turlock

#2026-RFP-021

Construction Management Services for System Wide AMI and Water Meter Installation

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Terms of the Sample Agreement

11. Terms of the Sample Agreement

Willdan acknowledges and accepts the terms of the sample agreement.

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City of Turlock

#2026-RFP-021

Construction Management Services for System Wide AMI and Water Meter Installation

Appendix

Resumes

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EDUCATION

BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo

Caltrans Resident Engineer Academy

PROFESSIONAL CERTIFICATIONS

Civil Engineer, California No. 73173

Envision Sustainability Professional, Institute for Sustainable Infrastructure No. 2696

25 YEARS OF EXPERIENCE

Mike Bustos, PE, ENV SP

Deputy Director of Construction Services

Project Manager/Principal In Charge

Mike Bustos currently serves as Deputy Director of Willdan's Construction Management and Inspection Group, which also encompasses geotechnical/materials testing, and labor compliance services. He is responsible for construction management, analysis, design, and plan review of roadway reconstructions; drainage; water and sewer pipelines; pavement rehabilitation; and street projects including traffic signal, landscaping, irrigation, grading, and American with Disabilities Act (ADA) improvements. He has served as Resident Engineer for over a dozen federally and state-funded projects over the last five years and also as a Construction Manager or Resident Engineer for 150+ public works projects for various agencies throughout California with projects totaling $300M+ on construction costs. Through his unique experience and vantage point of serving as a Design Engineer, Project Engineer, Project Manager, Resident Engineer, and Construction Manager, Mike has developed an expertise in public infrastructure planning, design, award, funding, and construction; he understands the varying unknowns project construction can present; and he tackles those unknowns by working with contractors, City staff, and other stakeholders to resolve challenges. He is also currently serving as Project Manager for the City's FY 2025 Wastewater Main Rehabilitation project, which Willdan is providing inspection services for.

Relevant Project Experience

Automatic Water Meter (AMR) Upgrade – Phase 5, Project No. 740-WTR, City of South Gate, CA. *Resident Engineer.* The $1.6 million project includes the removal and replacement of existing water meters. The removal and replacement of aging water meters will be approximately for 1,659 water meters of ¾ ", 1", 1-½", 2", and 4" in Route C-4 for the City of South Gate's Water distribution system with new automatic reading (AMR) and Advanced Metering Infrastructure (AMI) based water meters. The proposed work will also include replacing and connecting piping and customer side valve as needed.

Automatic Water Meter (AMR) Upgrade – Phase 3, Project No. 649-WTR, City of South Gate, CA. *Resident Engineer.* The $1.3 million project included removing and replacing approximately 1,725 ¾", 1", 1-1/2", and 2" existing water maters in Route C-1 of the City of South Gate Water distribution system with new Automatic Meter Reading (AMR) based water meters. The Project also included replacing and connecting piping and the valve on the customer side connection as needed. Willdan's services included construction management, inspection, and labor compliance.

CIP 20-23 Third Street Water Improvements, City of Downey, CA. *Public Works Inspector*. The project involved the installation of 3,000 LF of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks; installation of new fire hydrant assemblies, water service lines, meters, and boxes; and other appurtenant work on Third Street between River Ave and Old River School Road.

Water Main Replacement Project – Phase 1, City Project No. 689-WTR, City of South Gate, CA. *Project Manager/Resident Engineer.* Responsible for oversight of Willdan's construction management, inspection, labor compliance, and material testing services for this water main replacement project. The project includes the installation of approximately 6,150 LF of new 8" and 12" ductile iron water mains, removal and replacement of water services, fire hydrants, water meters, and isolation valves. Services being provided include contract administration, construction observation/inspection, concrete testing, utility coordination, labor compliance, traffic engineering support, geotechnical and material testing services, and project close-out services.

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Mike Bustos
Continued

East Area 1 – Harvest at Limoneira Public Utility Improvements, City of Santa Paula, CA. *Project Manager.* Willdan provided plan checking, construction management, and inspection services for the public utility improvements being constructed as part of the Harvest at Limoneria subdivision development in the City of Santa Paula. Willdan provides inspection and responds to submittals and RFIs on behalf of the City for all public improvements, including mass grading, rough grading, lot grading, utility infrastructure, flood control and drainage features, parks, street improvements, traffic signals, and landscaping. The public utility improvements constructed to date include a new groundwater well (with iron and manganese treatment filtration system), one converted irrigation well, a booster pump station, a 3MG reservoir, two 736,000 gallon water tanks, 17,000 LF of water distribution pipeline, 2,000 LF of water transmission main, and 508 new water meters.

CIP 20-23 Third Street Water Improvements, City of Downey, CA. *Construction Manager.* The project involved the installation of 3,000 LF of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks; installation of new fire hydrant assemblies, water service lines, meters, and boxes; and other appurtenant work on Third Street between River Ave and Old River School Road.

Heritage Valley Parks Tract 5520 Public Improvements, City of Fillmore, CA. *Project Manager.* Willdan provided project management, plan checking, and public works inspection services for this developer-built project associated with the Heritage Valley Parks Tract 5520 development, which included for the public offsite and onsite improvements, as well as Pole Creek Bridge, including observation of rough grading, drainage improvements, wet utilities, curb, gutter, and sidewalks, and paving. The onsite improvements included rough grading, drainage improvements, wet utilities (potable water, recycled water, and sewer), curb, gutter, sidewalks, and paving. The potable water improvements included approximately 20,000 LF of 8" PVC, 2,535 of 12" PVC, 3,250 LF 8" DIP, 461 water services, and 65 fire hydrant assemblies.

Phase 1 Watermain Replacement Project, City of South Gate, CA. *Project Manager.* Willdan provided construction management, inspection, material testing, and labor compliance services for this water mainline replacement project which included the installation of 6,150 LF of new 8” and 12” ductile iron water main, removal and replacement of water laterals, fire hydrants, water meters, blowoffs and air vacs, and isolation valves. The Project involved work on Tweedy Blvd, State Street, Elizabeth Street, and four residential streets.

Westside Water and Sewer Main Replacement Program Phase 1, City of South Gate, CA. *Construction Manager.* Responsible for overseeing contract administration, construction management, materials testing, and public works observation for this groundwater treatment project. Willdan provided construction management and public works observation services for the City's water and sewer main replacement project. The project included replacement of 1,000 lineal feet of 12-inch DIP, 17,600 lineal feet of 8-inch DIP, and 950 lineal feet of 6-inch DIP water mains, and 450 lineal feet of 12-inch VCP and 1,700 lineal feet of 10-inch VCP sewer mains. Existing water mains were abandoned in place, while the existing sewer mains were removed from the trench and new mains installed in the same alignment.

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EDUCATION

MS, Construction Management, Louisiana State University, Baton Rouge

Post-Baccalaureate Certificate, Construction Management, Louisiana State University, Baton Rouge

BS, Molecular, Cellular and Developmental Biology, University of Colorado, Boulder

PROFESSIONAL CERTIFICATIONS

Caltrans Resident Engineer Academy

FEMA IS-0008.a, IS-00005.a, IS-00100.b, IS-00200.c, IS-00320, IS-00700.a

20 YEARS OF EXPERIENCE

Arne Cvek

Construction Manager

Mr. Arne Cvek possesses 20 years of professional experience in the field of full lifecycle construction management/project management. He is proficient in leading and managing projects and executing extensive scopes of work on strict deadlines. He is adept at communicating effectively and developing working relationships across diverse populations, while working toward a common goal of delivering quality projects within established timeframes and budget. He is specifically skilled at managing contractors, equipment, personnel, and resources to maximize productivity. He ensures excellent communication with contractors regarding construction obligations and legal requirements across multiple trades, and he is especially adept at maintaining excellent quality control of construction projects.

Relevant Experience

Automatic Water Meter (AMR) Upgrade – Phase 5, Project No. 740-WTR, City of South Gate, CA. *Construction Manager.* The $1.6 million project includes the removal and replacement of existing water meters. The removal and replacement of aging water meters will be approximately for 1,659 water meters of ¾ “, 1”, 1-½”, 2”, and 4” in Route C-4 for the City of South Gate’s Water distribution system with new automatic reading (AMR) and Advanced Metering Infrastructure (AMI) based water meters. The proposed work will also include replacing and connecting piping and customer side valve as needed.

Automatic Water Meter (AMR) Upgrade – Phase 3, Project No. 649-WTR, City of South Gate, CA. *Construction Manager.* The $1.3 million project included removing and replacing approximately 1,725 ¾”, 1”, 1-1/2”, and 2” existing water maters in Route C-1 of the City of South Gate Water distribution system with new Automatic Meter Reading (AMR) based water meters. The Project also included replacing and connecting piping and the valve on the customer side connection as needed. Mr. Cvek managed contractor performance, quality control, and compliance with project specifications, while overseeing optional scope elements including replacement of meter boxes and lids, customer-side connectors and valves, and minor piping reconnections. Coordinated with City staff, field crews, and stakeholders to address access, service interruptions, and public communication. Monitored budget, reviewed progress and change orders, and ensured successful implementation of advanced metering infrastructure in accordance with project goals and timelines.

Associated Road High Pressure Waterline, City of Brea, CA. *Construction Manager.* Mr. Cvek served as Construction Manager overseeing installation of approximately 3,963 linear feet of 12-inch steel CML&C water pipeline, including fittings, appurtenances, and system tie-ins. Directed contractor activities for installation of gate valves, blowoff assemblies, and air vacuum assemblies, ensuring compliance with plans, specifications, and applicable standards. He managed all phases of construction including saw cutting, trench excavation, base and asphalt concrete removal, trench bedding, backfill, compaction, slurry backfill, and pavement restoration. He also coordinated surveying, utility potholing, and implementation of BMPs, while overseeing traffic control, striping, and roadway restoration within an active public right-of-way.

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Education

BA, Architecture

Georgia Institute of Technology;

BVA – Design & Material Sciences, Georgia State University;

Portfolio Completion, Parsons School of Design, NYC;

Registrations & Certifications

LEED Green Associate Accreditation, U.S. Green Building Council

35 YEARS OF EXPERIENCE

Scott Griffith, LEED GA

AMI Integration Specialist

Scott has over 35 years of experience bringing innovative solutions to water conservation, helping municipalities preserve infrastructure and support critical water savings initiatives and policies unique to California. Scott brings experience in over 100+ water utility projects, delivering innovative water conservation and smart utility solutions to municipalities across the western U.S., with a focus on California's regulatory and infrastructure environment. Scott has supported system optimization and AMI deployments for numerous California agencies including Chino, Dublin San Ramon Services District, Elsinore Valley MWD, and Padre Dam MWD – integrating SCADA, AMI, GIS, and billing platforms to enhance performance and revenue - and has delivered large-scale ESPC and AMI programs in Roswell, NM and Silver City, NM resulting in millions in non-revenue water recovery and operational savings across ~30,000 accounts. Scott utilizes state of the art data analytics to help improve water systems performance; optimizing AMR to AMI transitions, implementing SMART SCADA and integrating the billing systems to enhance customer experience and drive maximum revenue recovery.

Project Experience

City of Fillmore, CA.

Scott supported the development and implementation of a citywide Advanced Metering Infrastructure (AMI) project for Fillmore's 4,000+ water accounts, resulting in $5M in turnkey construction and over $575K in annual savings and revenue recovery. He played a key role in designing the funding strategy, which allowed the City to deliver the project with no upfront capital contribution by leveraging TELP financing. The project modernized Fillmore's water system with ultrasonic meters, real-time data, and a Customer Experience Portal (CEP), supporting enhanced billing accuracy and long-term water conservation.

City of Chino Hills, CA.

Scott served as a subject matter expert supporting Chino Hills with planning and strategy for water system modernization, including AMI, SCADA, and data integration efforts. Drawing on his extensive experience with neighboring Chino, he advised the City on how to achieve operational visibility, non-revenue water reduction, and improved customer service through smart infrastructure investment. His role focused on ensuring system interoperability and aligning future upgrades with statewide water conservation and electrification policies.

City of Chino, CA.

Scott served as the project development consultant for a full water system optimization initiative, integrating SCADA, AMI, GIS, hydraulic modeling, and CMMS into one unified smart water platform. The Chino project focused on improving operational efficiency, reducing non-revenue water, and lowering energy consumption through advanced pump and distribution optimization. The platform empowered the City to extract greater value from its existing technologies, enabling real-time decision-making and measurable cost reductions across its utility operations.

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EDUCATION

Technology Course for Public Works, Saddleback Community College, Orange, California

PROFESSIONAL CERTIFICATIONS

E-Rail certified

Roadway Workers certified

CIC certified

Fall protection certified and trained

American Construction Inspectors Association: Rubberized Asphalt Plant Inspection

Certification in Safety on Job Sites

OSHA Certifications: Trenching and Excavations

First Aid and CPR Certified

Competent Person Certified

Traffic Control for Safer Work Zones Certification

28 YEARS OF EXPERIENCE

Simon Hernandez

Main Construction Inspector

Simon Hernandez is a motivated team player with a strong background in the water operations and construction inspection areas of the private and public sectors. He has exceptional decision-making and communication skills, displays strong leadership qualities, and conveys ideas with clarity and diplomacy. He has the ability to identify and build strong collaborative relationships within any team environment, manages time and resources effectively, and is highly capable of performing and prioritizing multiple tasks. Overall description and relative experience summary. He has also served as Backup/Secondary Inspector for the City's current FY 2025 Wastewater Main Rehabilitation project.

Relevant Project Experience

Automatic Water Meter (AMR) Upgrade – Phase 3, Project No. 649-WTR, City of South Gate, CA. *Public Works Inspector.* The $1.3 million project included removing and replacing approximately 1,725 ¾", 1", 1-1/2", and 2" existing water maters in Route C-1 of the City of South Gate Water distribution system with new Automatic Meter Reading (AMR) based water meters. The Project also included replacing and connecting piping and the valve on the customer side connection as needed. Willdan's services included construction management, inspection, and labor compliance.

CIP 20-23 Third Street Water Improvements, City of Downey, CA. *Public Works Inspector*. The project involved the installation of 3,000 LF of new potable water ductile iron pipe, gate valves, tees, bends, thrust blocks; installation of new fire hydrant assemblies, water service lines, meters, and boxes; and other appurtenant work on Third Street between River Ave and Old River School Road. Mr. Hernandez served as the construction inspector, responsible for daily monitoring of the construction activities, ensuring compliance with the contract documents, preparing daily reports, tracking quantities, coordinating materials testing, and reporting.

East Area 1 – Harvest at Limoneira Public Utility Improvements, City of Santa Paula, CA. *Public Works Inspector*. Willdan provided plan checking, construction management, and inspection services for the public utility improvements being constructed as part of the Harvest at Limoneria subdivision development in the City of Santa Paula. Willdan provides inspection and responds to submittals and RFIs on behalf of the City for all public improvements, including mass grading, rough grading, lot grading, utility infrastructure, flood control and drainage features, parks, street improvements, traffic signals, and landscaping. The public utility improvements constructed to date include a new groundwater well (with iron and manganese treatment filtration system), one converted irrigation well, a booster pump station, a 3MG reservoir, two 736,000 gallon water tanks, 17,000 LF of water distribution pipeline, 2,000 LF of water transmission main, and 508 new water meters.

Heritage Valley Parks Tract 5520 Public Improvements, City of Fillmore, CA. *Public Works Inspector.* Willdan provided project management, plan checking, and public works inspection services for this developer-built project associated with the Heritage Valley Parks Tract 5520 development, which included for the public offsite and onsite improvements, as well as Pole Creek Bridge, including observation of rough grading, drainage improvements, wet utilities, curb, gutter, and sidewalks, and paving. The onsite improvements included rough grading, drainage improvements, wet utilities (potable water, recycled water, and sewer), curb, gutter, sidewalks, and paving. The potable water improvements included approximately 20,000 LF of 8" PVC, 2,535 of 12" PVC, 3,250 LF 8" DIP, 461 water services, and 65 fire hydrant assemblies.

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Santa Monica SP2640 Water Main Replacement Project, City of Santa Monica, CA. *Public Works Inspector.* Willdan provided construction management and inspection services for the Citywide replacement of water main lines project, which replaced approximately 9,600 LF of water mains, fire and domestic services, fire hydrants, service laterals and water meters. Construction cost was approximately $6 million.

Olympic Water Transmission Main Expansion, City of Santa Monica, CA. *Public Works Inspector*. Willdan provided construction management and inspection services for this $5 million transmission main installation project. Improvements for the transmission main involved 265 linear feet of 12-inch and 6,620 linear feet of 16-inch ductile iron water transmission pipelines from the new Olympic Wells (SM-8, SM-9, & SM-10i) in the City of Santa Monica to the Arcadia Water Treatment Plant in the City of Los Angeles. The pipeline installations entailed valves, air vacuum valves, pump outs, casing pipe, tie ins to the new wells, and abandonment of an existing 16-inch ACP waterline.

Non-Potable Water Main Expansion Project, City of Santa Monica, CA. *Public Works Inspector.* The Non-Potable Water Main Expansion Project (SP2563) consists of installation of approximately 3,180 linear feet of 12" AWWA C909 PC235 PVCO water main, and appurtenances. The construction cost of this portion of the project was estimated at $1.67 million with a construction duration of 6 months. Mr. Hernandez is currently providing inspection services on this project. Daily reports and photographs are prepared in Procore.

Water Distribution Operator II, Golden State Water, City of Ojai, CA. *Water System Operator.* Prior to joining Willdan, Mr. Hernandez served as a Water Distribution Operator for Golden State Water. He communicated both verbally and in writing with local government officials, company management, staff, and customers. He ensured all water distribution operations and maintenance programs complied with applicable Federal, State, and local ordinances and regulations. Mr. Hernandez performed basic customer support activities involving the service, installation, modification and repair of water distribution equipment and systems. He also maintained detailed records, prepared reports, and procured materials.

Water Distribution Operator II, California Water Service Company, Westlake Village, CA. *Operator.* Mr. Hernandez performed all customer service/distribution activities as assigned. He maintained detailed records, prepared reports, and procured materials; located and marked out underground utilities; investigated water leaks and repairs leaks; and responded to water distribution, production, treatment duties as assigned.

Water Distribution Operator I, City of Ventura, CA. *Operator.* Mr. Hernandez's duties included the installation, maintenance, repair and replacement of water mains, service connections and fire hydrants. He assisted with repairing gate valves, mainlines and valves; cleaning, greasing and repairing mechanical equipment and tools and other equipment to ensure proper working order; operated a variety of motorized and mechanized equipment to maintain an effective water system for the City; operated loader and backhoe; interpreted provisions of municipal, state and federal laws and/or regulations pertaining to the water system; and responded to citizen's complaints and city easements regarding the water system.

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EDUCATION/TRAINING

City & County San Francisco Confined Space Entry Training

APWA Construction & Inspection Workshop (Parts 1 thru 8)

City & County San Francisco Public Works Ethics Training 2022

Asbestos, Lead and Silica Awareness Training

P6 101 Pt.#1 & Pt.#2 Training

24-Hour HAZWOPER Training, Labor & Occupational Health Program

Public Works Project Administration, APWA

SF-BRWQCB Construction Site Compliance for Water Quality Protection Soils Engineering

NASTT Cured-in-Place Pipe Lining

PROFESSIONAL CERTIFICATIONS

OSHA 10-Hr Refresher Course, Red Vector

Paving Inspector Certification, Asphalt Institute

HAZWOPER 8-Hr Refresher Course

Concrete Field-Testing Technician - Grade 1, ID# 01170287

Soils Nuclear Density Gauge Certification

30+ YEARS OF EXPERIENCE

Marti Martin

Construction Inspector (Backup)

Marti Martin has over 30-years years of increasingly responsible experience providing construction oversight & inspection for a variety of infrastructure projects involving public works, heavy and civil engineering improvements. He regularly serves as an onsite agency, owner & contractor liaison. Marti has an ability to anticipate potential construction dimensional/applicability issues and is proactive in providing timely resolution to mitigate negative impacts to the project. He is experienced in construction schedule review/updates, general construction logic, addressing potential conflicts, and monitoring adherence to safety, quality, and ethical standards in accordance with owner/stakeholder policies. Marti has also served as Main Inspector for the City's current FY 2025 Wastewater Main Rehabilitation project.

Relevant Project Experience

Water Line Improvements Project, City of Hayward, CA. *Construction Inspector.* Through our on-call contract, Willdan is currently providing full-time public works inspection services for the City's Water Line Improvements Project (City Project No. 07093) consisting of approximately 2,080 linear feet (LF) of 6-inch, 8-inch, and 12-inch earthquake resistant ductile iron pipe (ERDIP), 11,110 LF of 8-inch and 12-inch ducitle iron pipe (DIP), and 24,100 LF of 6-inch, 8-inch, and 12-inch PVC C-900 water mains, fire hydrants, water services, meters, and all appurtenances. The project also includes 489 LF of jack and bore operations and 161 LF of microtunneling operations. Pavement maintenance work after water line installation includes 150,000 square feet of microsurfacing.

Sewer Line Improvements Project, City of Hayward, CA. *Construction Inspector.* Willdan is currently providing public works inspection services for the City's $11.4 million Sewer Line Improvements Project (City Project No. 07761) consisting of approximately 17,400 linear feet (LF) of 8-inch, 10-inch, 12-inch, and 15-inch sewer main by open cut method, 3,150 linear feet of 8-inch, 12-inch, and 15-inch sewer main by pipe bursting, 700 linear feet of sewer main by pipe reaming, and a 24-inch steel casing jack and bore. The project also includes service laterals, drop manholes, and manhole removal, reconstruction, and lining.

FY 2025 Wastewater Main Rehabilitation, City of Santa Barbara, CA. *Main Public Works Inspector.* Willdan is currently providing full-time construction inspection for the City's 2025 Wastewater Main Rehabilitation project, which consists of rehabilitation of just over 15,000 LF of gravity sewer pipelines ranging from 6" to 15" diameter by means of cured in place pipe, including cleaning, pre- and post-lining CCTV, dye testing, and service lateral connection seal. The Project also includes lining of existing manholes, installing new internal drop inlets, re-establishing service connections, and grinding down protruding service laterals. The Project areas are at 75 locations spread throughout the city. Several of the pipe segments to be lined require implementation of a sewer bypass system.

Previous Work Experience

Public Works Inspection, City/County of San Francisco, CA. *City Inspector.* With a previous employer, Mr. Martin provided inspection services to the City and County of San Francisco for various projects including:

- Castro Street - Sewer, Water, ADA, Flatwork & Roadway (Concrete & HMA Paving)
- Lombard Vision Zero Project - Water, Sewer, ADA, Traffic Signals & Roadway
- Polk Streetscape Project - Water, Sewer, ADA, Street Lighting, Landscaping & Roadway

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EDUCATION

Citrus College, Mount San Antonio College, and Rancho Santiago College

Courses in: Water Science and Public Works involving Traffic Control Safety, Concrete, Asphalt, Trees, Storm Systems

JPIA Training Courses

AWWA Training Courses

City of Santa Fe Springs Supervisor Training Courses

PROFESSIONAL CERTIFICATIONS

State Certified in Water Treatment (T1)

State Certified in Water Distribution (D2)

ASSOCIATIONS

Member of Municipal Superintendents Association (MSA)

40+ YEARS OF EXPERIENCE

Heleo Espinoza

Construction Inspector (Backup)

Heleo has over 40 years of experience in Public Works, with leadership qualities and the ability to manage projects. He possesses decision-making capabilities and is meticulous in ensuring project specifications are compliant with contracts and requirements. He has customer service skills dealing with clients and contractors and is well organized, with time management abilities, to complete projects on time and within budget.

Relevant Project Experience

3rd Street Water System Improvements Project, City of Downey, California. Public Works Inspector. Mr. Espinoza performed public works inspection of the 3rd Street Water System Improvements project, which consisted of installation of new water mains, valves, fittings, and appurtenances, abandoning of old undersized water main, replacement of existing fire hydrants, installation of new fire hydrants, installation of new copper water service lines, replacement of old water meters with remote-read water meters on 3rd Street from Paramount Blvd to Civic Center Drive.

4th Street Water, CIP 23-20, City of Downey, California. *Public Works Observer*. Willdan provided public works inspection and materials testing services for the 4th Street Water System Improvements Project which consisted of installation of new water mains, valves, fittings, and appurtenances, abandoning of old undersized water main, replacement of existing fire hydrants, installation of new fire hydrants, installation of new copper water service lines, replacement of old water meters with remote-read water meters, and completion of associated asphalt and concrete work on 4th Street from Paramount Blvd to La Reina Avenue.

5th Street Water System Improvements, CIP 21-15, City of Downey, CA. *Public Works Inspector.* Willdan provided construction inspection and materials testing to the City's 5th Street Water Improvements project. The project included installation of new water mains, valves, fittings, and appurtenances, abandoning of old undersized water main, replacement of existing fire hydrants, installation of new fire hydrants, installation of new copper water service lines, replacement of old water meters with remote-read water meters, and completion of associated asphalt and concrete work on 5th Street between Downey Ave and Lakewood Blvd.

Lakewood Blvd and Firestone Blvd Water System Improvements, City of Downey, CA. *Public Works Inspector*. Willdan provided construction inspection and materials testing to the City's Lakewood Blvd and Firestone Blvd Water System Improvements project. The project water main replacements, including jack and bore under railroad tracks on Lakewood Blvd at Firestone Blvd.

Phase 1 Watermain Replacement Project, City of South Gate, CA. *Public Works Inspector*. Willdan provided construction management, inspection, material testing, and labor compliance services for this water mainline replacement project which included the installation of 6,150 LF of new 8" and 12" ductile iron water main, removal and replacement of water laterals, fire hydrants, water meters, blowoffs and air vacs, and isolation valves. The Project involved work on Tweedy Blvd, State Street, Elizabeth Street, and four residential streets.

PFAS Treatment System Project No. 50042, City of Pico Rivera, CA. *Public Works Inspector*. Willdan provided constructability review, construction management, utility coordination, public works inspection, labor compliance, and close-out services for this project, which consisted of construction of equipment pads and installation of water treatment process

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equipment, including process valves, fittings, instrumentation, grading and paving, and accessories and appurtenances, construction of storm drain system with tie in into County storm sewer.

Lakewood Boulevard Cast Iron Pipe Replacement, Long Beach Water Department, CA. *Public Works Inspector.* Willdan is providing construction management, public works inspection and materials testing for the Long Beach Water Departments water improvement project. The project includes the installation of 12" ductile iron water line, new fire hydrants, new services, and other appurtenant work.

Various Projects for Water Utility Division, City of Santa Fe Springs, California. *Water Utility Distribution Supervisor.* Mr. Espinoza managed and supervised the City's water distribution system, including directing installation of new water mains and water service connections. He oversaw the maintenance of the underpass storm pumps to meet NPDES standards. He managed the overall operational, budgetary, and financial responsibilities of each new water service installation. He planned and implemented systems that performed the work and fulfilled the goals of the department with safety and efficiency in mind. He performed emergency repairs and stand-by responsibilities, as well as training and preparedness for major disasters. He trained personnel in safety and policy issues.

Various Projects for Water Utility Division, City of Santa Fe Springs, California. *Water Utility Maintenance Worker.* Mr. Espinoza performed labor and maintenance throughout the City's water distribution system, including emergency repairs of water infrastructure, hydrants, meters and pumps. He was responsible for traffic control, confined space entries, pool maintenance and customer service complaints. In addition, he safely operated a variety of City vehicles, tools and heavy equipment. He assisted in the development of the City's apprentice program.

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PROFESSIONAL CERTIFICATIONS

State of California Water Control Board Water Treatment Operator (T3)

State of California Water Control Board Water Distribution Operator (D3)

Certified in Water Sampling Techniques

32+ YEARS OF EXPERIENCE

Manny Trujillo

Construction Inspector (Backup)

Manny Trujillo is a public works inspector with more than 32 years of experience in the water utility industry. He possesses multifaceted field experience in water distribution, inventory control, water supply, and construction inspection. He is proficient in Microsoft Office and JD Edwards/Oracle Software. He is committed, efficient, and has a high-quality standard. He has excellent communication and problem-solving skills, as well as technical skills. He proudly served six years in the United States Navy as a Petty Officer aboard the USS New Jersey BB62 and received specialized training in leadership, ship maintenance, communications, and firefighting. His duties included seamanship and ship maintenance training and supervision of ten crewmembers.

Relevant Project Experience

Automatic Water Meter (AMR) Upgrade – Phase 5, Project No. 740-WTR, City of South Gate, CA. *Public Works Inspector.* The $1.6 million project includes the removal and replacement of existing water meters. The removal and replacement of aging water meters will be approximately for 1,659 water meters of ¾ “, 1”, 1-½”, 2”, and 4” in Route C-4 for the City of South Gate’s Water distribution system with new automatic reading (AMR) and Advanced Metering Infrastructure (AMI) based water meters. The proposed work will also include replacing and connecting piping and customer side valve as needed.

Automatic Water Meter (AMR) Upgrade – Phase 3, Project No. 649-WTR, City of South Gate, CA. *Public Works Inspector*. The $1.3 million project included removing and replacing approximately 1,725 ¾”, 1”, 1-1/2”, and 2” existing water maters in Route C-1 of the City of South Gate Water distribution system with new Automatic Meter Reading (AMR) based water meters. The Project also included replacing and connecting piping and the valve on the customer side connection as needed. Willdan’s services included construction management, inspection, and labor compliance.

Annual Pipeline Renewal Project (W-725), City of Orange, CA. *Public Works Inspector*. This Project involves installing and commissioning new 6-inch and 8-inch PVC (C-900) potable water mains, along with associated appurtenances. The Work includes trench excavation and installation of water mains, copper tracer wire, valves, fittings, offset joints, and air-vac assemblies. Other tasks include installing new fire hydrant assemblies, radio-read meters, and water service reconnections. The project also includes abandonment of existing water mains, valves, hydrants, and services.

Cloverfield and Santa Monica Blvd Recycled Water Main Replacement Project, City of Santa Monica, CA. *Public Works Inspector.* Willdan provided construction inspection services for this $1.8 million recycled water system improvements project. The improvements involved installation of 2,800 lineal feet of 8-inch PVCO recycled water main, purple polyethylene encasement, slurry backfill, blowoff assemblies, air release assemblies, valves, services and meters, tie-ins, trench restoration, traffic detector loop replacements, and striping restoration on Cloverfield Blvd and Santa Monica Blvd.

Well 13A Treatment Facility Project, City of Lakewood, CA. *Public Works Inspector*. Willdan provided construction management, inspection, labor compliance, and materials testing services for this water improvements project at Well 13A in Lakewood. The project included above and below grade pipeline construction, electrical and instrumentation system installation, chemical system, and start-up testing of the new treatment system, and related work to become an integral and fully operational part of the treatment plant.

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Capital Program Management, Golden State Water Company, City of Santa Fe Springs, CA. As *Inspector II* in Capital Program Management, Mr. Trujillo was responsible for quality control and documentation of new pipeline and plant facility installations. He conducted field checks, enforced specifications, and coordinated with contractors, district personnel, and city officials. He ensured safe work practices in compliance with the State of California Department of Health Services. He prepared recommendations for project scope changes and worked with various departments concerning implementation of design.

Water Supply Operation, Golden State Water Company, City of Santa Fe Springs, CA. As Water *Supply Operator II,* Mr. Trujillo was responsible for operational duties of the Florence-Graham, Willowbrook, and Culver City systems with a total of 10 plant sites, 9 wells, 15 boosters, 9 reservoirs, 2 plants with GAC filters, and 6 MWD connections and 1 inner-city connection. Duties included taking water samples, maintaining equipment, coordinating work with contractors and employees, keeping records, and submitting reports.

Water Distribution Operation, Golden State Water Company, City of Santa Fe Springs, CA. As *Water Distribution Operator*, Mr. Trujillo was responsible for repairing water mains, hydrants, and gate valves, as well as installing water services, fire hydrants and gate valves. He replaced malfunctioning meters and performed ONs and OFFs and flushing maintenance on the water distribution system. He performed shut-downs and served On-Call. He collected water samples to ensure State of California compliance. He inventoried parts and supplies for Operations. He provided customer service involving water quality complaints, billing investigations, and new service. He attended pre-construction meetings with cities and contractors and prepared daily operations reports.

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EDUCATION

BA, Linguistics, University of Kansas, Lawrence, KS

Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles, CA

35 YEARS OF EXPERIENCE

Jane Freij

Labor Compliance Manager

Jane is an experienced Labor Compliance Officer/Project Manager with a proven track record of profitability achieved through comprehensive and effective management of time and budget. Her key areas of expertise include state and federal labor law compliance, scheduling and budgeting, contract administration/negotiation, policy and procedure development, and legal writing/editing. Jane provides oversight of labo r compliance monitoring services for local, state, county, and federally funded projects under the U.S. Department of Housing and Urban Development (HUD), the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the U.S. Environmental Protection Agency (EPA), among others. She is familiar with federal funding administration from project initiation to final invoicing. Jane has received specialized training in project reporting requirements and fraud detection and prevention procedures.

Jane's background includes developing and negotiating contracts, monitoring and enforcing contractual compliance; and legal document preparation. She possesses a strong legal background, having served as a paralegal and senior paralegal for real estate, land development, and contract law litigation attorneys.

Relevant Project Experience

Various Cities, Federal Labor Compliance – Jane has provided supervisory federal labor compliance services in the following cities:

- Azusa
- Baldwin Park
- Bell
- Bell Gardens
- Bellflower
- Brea
- Burbank
- California City
- Calimesa
- Cerritos
- Coachella
- Commerce
- Corona
- Cudahy
- Davis
- Hawaiian Gardens
- Highland
- Huntington Park
- Inglewood
- La Cañada Flintridge
- La Mirada
- La Puente
- Lakewood
- Long Beach
- Los Alamitos
- Manhattan Beach
- Maywood
- Monterey Park
- Orange
- Paramount
- Pico Rivera
- Pomona
- Rancho Palos Verdes
- Rialto
- Ridgecrest
- Rolling Hills Estates
- Rosemead
- Sacramento
- Santa Ana
- Santa Clarita
- South Gate
- South Lake Tahoe
- South Pasadena
- Thousand Oaks
- Westlake Village
- Whittier
- Winters
- Yorba Linda

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Education

BS, Civil Engineering, California State University, Fresno

Registrations & Certifications

Registrations

Civil Engineer, California No. C61164

Critical Path Method (CPM) Scheduler

25 YEARS OF EXPERIENCE

John Borquez, PE

Schedule Reviewer

John is a Civil Engineer with over 25 years of specialized experience in Critical Path Method (CPM) scheduling across transportation, infrastructure, power, and industrial construction sectors. He is highly skilled in applying AACE International's recommended practices for project planning, data validation, and forensic schedule analysis, ensuring accurate, defensible results.

John has extensive expertise in construction claims, change management, and time impact analysis. He has been formally recognized by the courts as an expert in CPM scheduling and has provided expert testimony in arbitration proceedings, demonstrating his ability to translate complex technical issues into clear, actionable findings.

At both Caltrans and in private consulting practice, John has supported large-scale projects by reviewing schedules for contract compliance, conducting constructability reviews, training engineers and contractors in CPM scheduling, and evaluating disputes involving delays, disruptions, and productivity issues.

Proficient in Primavera P6 and Microsoft Project, John leverages advanced scheduling tools to deliver reliable and efficient project outcomes, aligning with Willdan's commitment to technical excellence and client service.

Project Experience

John C. Borquez Consulting. CPM Scheduling and Claims Consultant.

- Provide advisory, consulting, and expert services on complex construction scheduling and claims.
- Conduct forensic schedule analysis involving delays, disruptions, constructive changes, and productivity issues.
- Evaluate disputes on power plants, multi-story industrial facilities, and large-scale infrastructure projects.
- Deliver expert reports and testimony for litigation and arbitration proceedings.

California Department of Transportation. Transportation Engineer - Construction Support Unit.

- Review and recommend actions on CPM construction schedules and Time Impact Analyses.
- Ensure contract compliance and provide technical support to construction engineers.
- Deliver CPM scheduling training to staff and contractors.
- Perform constructability reviews and develop baseline CPM schedules for design-phase estimates.

California Department of Transportation. Transportation Engineer – Change Order Support Unit.

- Reviewed regional change orders for compliance with policy and procedures.
- Trained engineers in change order preparation and process.
- Maintained CCO database and prepared management reports

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EDUCATION

MS, Civil Engineering, California State University, Long Beach

BS, Civil Engineering, San Jose State University

40-hour OSHA Hazwoper

First Aid/CPR/AED

30-hour OSHA Construction Safety, Confined Space

USACE CQM

PROFESSIONAL CERTIFICATIONS

Professional Engineer California No. 83361

Former Unmanned Aircraft Systems Pilot, Certificate No. 4559231,

15 YEARS OF EXPERIENCE

Manuel Guzman, PE

Supervising Engineer, Material Testing

Manuel Guzman, PE is a Supervising Engineer with extensive experience in geotechnical engineering design and construction phase services for both federal and non-federal clients. He has over a decade of experience supporting complex infrastructure projects, including transportation, rail, water resources, energy facilities, and military facilities. Manuel has expertise in shallow and deep foundation design, retaining wall design, pavement design, and geotechnical investigations. He is experienced in leading field exploration programs, preparing geotechnical reports, and providing construction quality assurance. His background also includes dam safety modifications, levee inspections, and emergency response efforts in compliance with FEMA guidelines.

Relevant Experience

HDR. Senior Geotechnical Engineer. Manuel served as a senior geotechnical engineer leading design and construction support services for transportation, rail, and infrastructure projects. He performed geotechnical analyses, prepared design reports, and led field investigations, including drilling and laboratory testing programs. He provided technical oversight for foundation design, earthwork, and seismic considerations. He also coordinated with multidisciplinary teams and interfaces with clients to ensure project objectives are met. Manuel has supported major projects for agencies including Caltrans, NAVFAC, USACE, FHWA, LA Metro, LOSSAN, NTCD, BNSF, UPRR, SCE and the Port of Long Beach. His responsibilities included preparation of geotechnical design reports, development of specifications using UFGS standards, and providing construction-phase support such as field observation and quality assurance for grading, pile installation, and cutoff wall construction.

AECOM/URS Corporation. Senior Staff Engineer. Manuel provided geotechnical engineering support for major transportation and infrastructure projects, including highway interchanges, rail systems, and energy facilities. He performed field investigations, laboratory coordination, and engineering analyses for foundation design, retaining walls, and pavement systems. He prepared geotechnical reports and supported both design-build and traditional delivery projects. He also provided construction-phase support, including observation of retaining wall construction, compaction grouting, and pile installation. He contributed to large-scale projects such as the SR-91 Corridor Improvements and I-15/I-215 interchange upgrades, delivering design solutions in high seismic regions.

URS Corporation. Laboratory Technician. Manuel began his career performing geotechnical laboratory testing for civil engineering projects. He conducted tests including compaction, plasticity index, sieve analysis, hydrometer, and corrosion testing. He also supported field testing activities, including seismic refraction and density testing, gaining foundational experience in geotechnical engineering practices.

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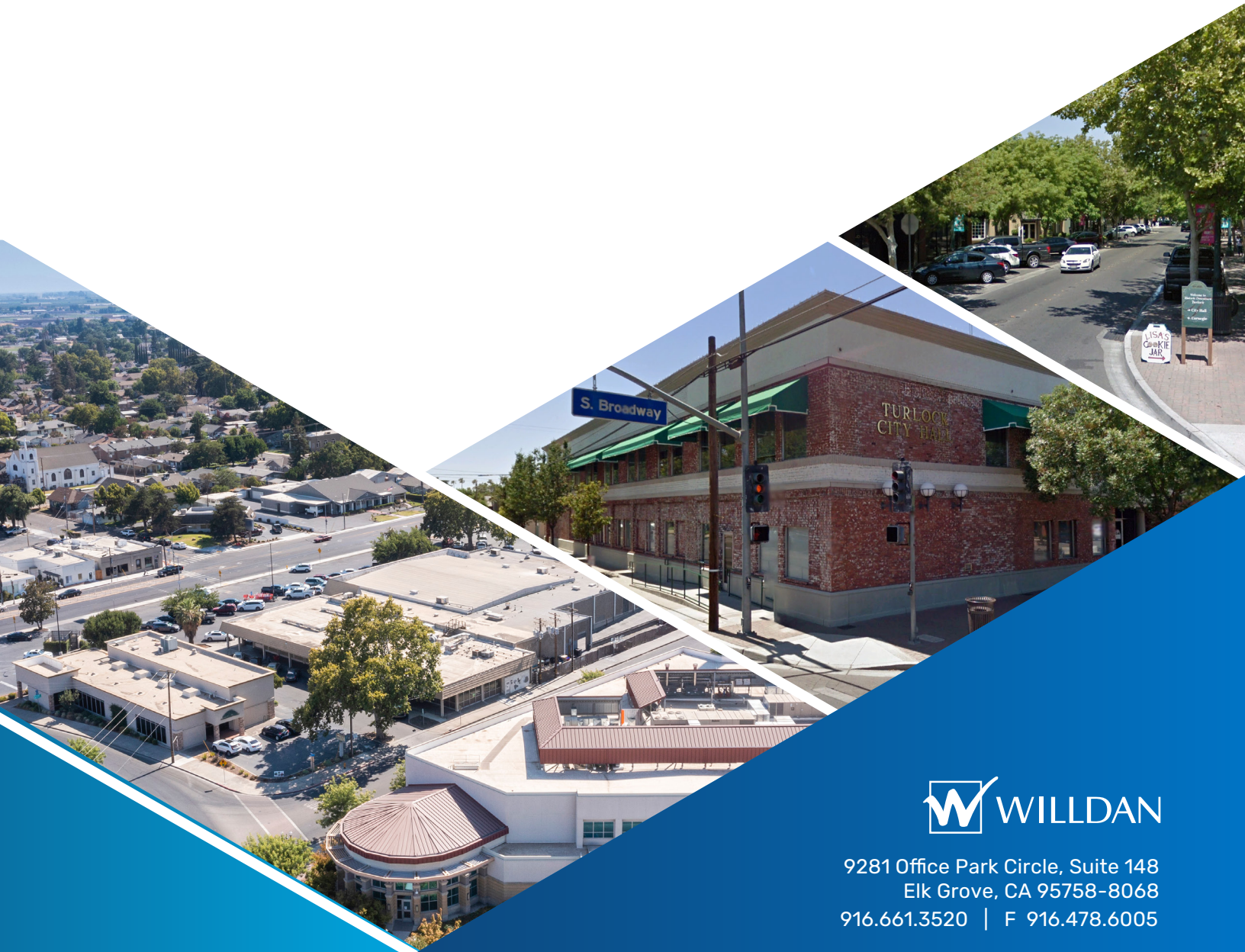

WILLDAN

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www.willdan.com

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CITY OF TURLOCK

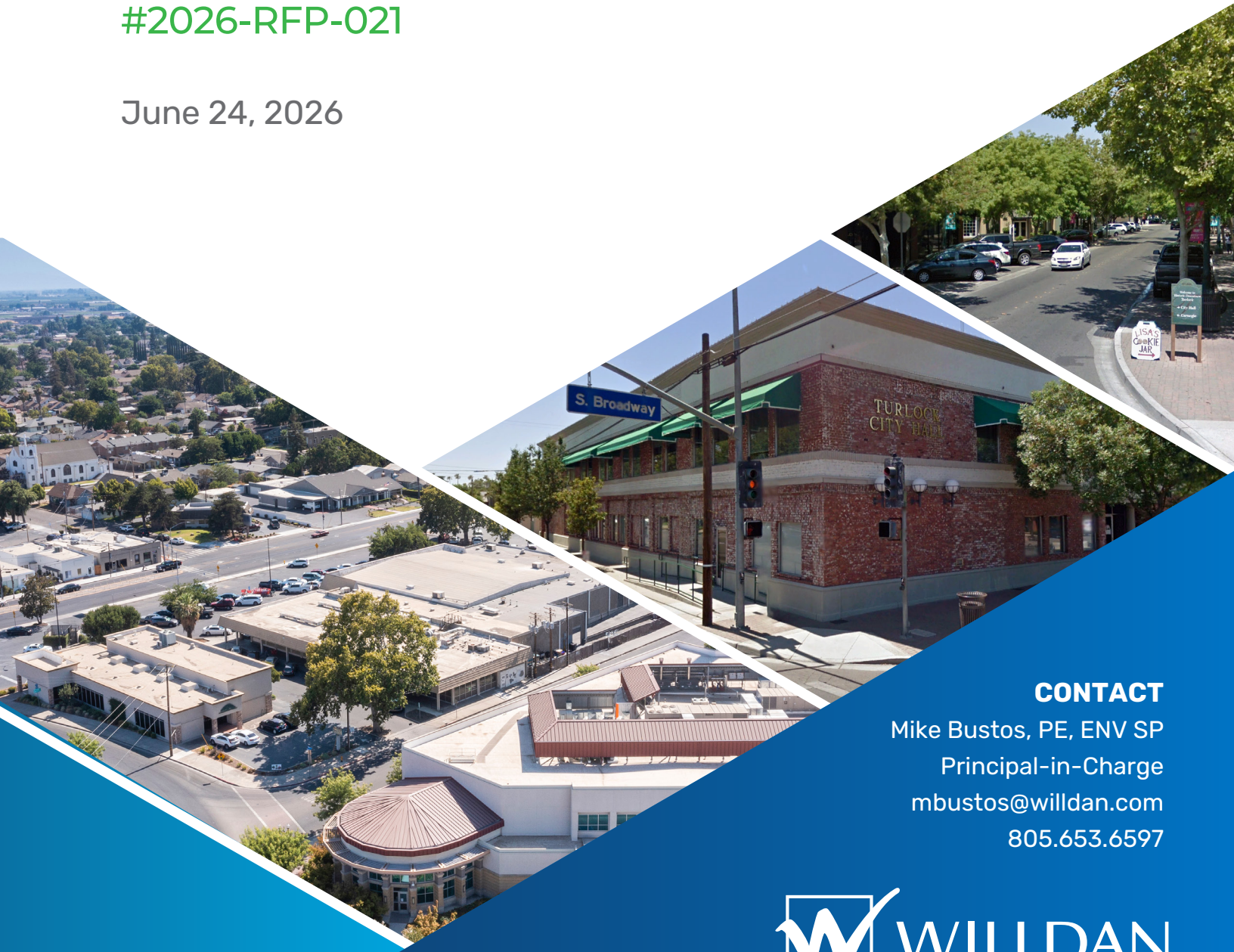
CALIFORNIA

Proposal for

Construction Management Services for System Wide AMI and Water Meter Installation

#2026-RFP-021

June 24, 2026



CONTACT
Mike Bustos, PE, ENV SP
Principal-in-Charge
mbustos@willdan.com
805.653.6597

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City of Turlock

#2026-RFP-021

Construction Management Services for System Wide AMI and Water Meter Installation

6

Fee Proposal

4.6. Labor and Fee Estimate

A. Labor Estimate

TASK / CLASSIFICATION	Deputy Director/ Project Manager	Supervising Engineer	AMI Integration Specialist	Labor Compliance Manager	Construction Manager	Schedule Reviewer	Construction Inspector / Public Works Observer
HOURLY RATE:	$284	$238	$220	$206	$197	$197	$179
Pre-Construction Services	8				32		16
Construction Management	80		80		240	12	
Construction Inspection							800
Labor Compliance				80			
Materials Testing	4	16					
Project Close-Out			120		12		24
Claims Allowance	4				32	13	
ESTIMATED LABOR TOTALS	***92***	***16***	***200***	***80***	***316***	***25***	***840***

B. Fee Estimate

Proposal is valid for 180 days following submission of this proposal.

CITY OF TURLOCK
FEE PROPOSAL
FOR
SYSTEM WIDE AMI AND WATER METER INSTALLATION PROJECT - PHASE 1
6/24/2026

TASK / CLASSIFICATION	Deputy Director/ Project Manager	Supervising Engineer	AMI Integration Specialist	Labor Compliance Manager	Construction Manager	Schedule Reviewer	Construction Inspector / Public Works Observer	Material Testing	Subcontractor Markup	TOTAL HOURS	TOTAL COST
HOURLY RATE:	$284	$238	$220	$206	$197	$197	$179	Subconsultant	15%		
Pre-Construction Services	8				32		16			56	$11,440
Construction Management	80		80		240	12				412	$89,964
Construction Inspection							800			800	$143,200
Labor Compliance				80						80	$16,480
Materials Testing	4	16						$7,500	$1,125	20	$13,569
Project Close-Out			120		12		24			156	$33,060
Claims Allowance	4				32	13				49	$10,000
ESTIMATED TOTALS	*96*	*16*	*200*	*80*	*316*	*25*	*840*	*$7,500*	*$1,125*	*1,573*	***$317,713***

This not-to-exceed fee is based on a 100 Working day construction contract with one full time inspector at an average of 8 hours per day, Monday through Friday. Additional services needed beyond the contract specified date of completion will be provided on a time-and-material basis at Willdan's standard hourly rates.

Overtime inspection services are not included, but will be billed at 1.5 times normal hourly rate if required and may require adjustment to the approved budget. Work performed by support staff with titles not explicitly listed herein will be charged in accordance with Willdan's current 2026-2027 standard hourly rates.

take effect. Hourly rate increases will be equivalent to the % increase in wages mandated by the State of California. This proposal is based on Determination NC-63-3-9-2025-1 issued on August 22, 2025 and its predetermined increase scheduled to take effect July 1, 2026.

The Contractor'sconstruction schedule and phasing plan is not available at the time of proposal submission. For the purposes of this proposal, it is assumed that the Contractor's phasing will be such that one inspector can cover the inspection needs. If Willdan is selected, the City may want to negotiate a budget for a second part-time inspector as needed.

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2026 to June 30,2027

DESIGN ENGINEERING	
Technical Aide	$86
Technical Aide II	$110
Technical Aide III	$128
CAD Operator I	$136
CAD Operator II	$158
CAD Operator III	$176
GIS Analyst I	$169
GIS Analyst II	$185
GIS Analyst III	$193
Environmental Analyst I	$154
Environmental Analyst II	$171
Environmental Analyst III	$183
Environmental Specialist	$197
Designer I	$180
Designer II	$187
Senior Designer I	$196
Senior Designer II	$205
Design Manager	$212
Senior Design Manager	$219
Plans Reviewer I	$160
Plans Reviewer II	$178
Senior Plans Reviewer	$195
Project Manager I	$206
Project Manager II	$229
Project Manager III	$248
Project Manager IV	$264
Principal Project Manager	$277
Assistant Engineer I	$151
Assistant Engineer II	$165
Assistant Engineer III	$175
Assistant Engineer IV	$186
Associate Engineer I	$195
Associate Engineer II	$204
Associate Engineer III	$209
Senior Engineer I	$212
Senior Engineer II	$217
Senior Engineer III	$220
Senior Engineer IV	$224
Supervising Engineer	$238
Traffic Engineer I	$238
Traffic Engineer II	$266
City Engineer I	$254
City Engineer II	$266
Deputy Director	$284
Director	$300
Principal Engineer	$342

BUILDING AND SAFETY	
Code Enforcement Technician	$113
Code Enforcement Officer	$129
Senior Code Enforcement Officer	$152
Supervisor Code Enforcement	$184
Fire Plans Examiner	$184
Senior Fire Plans Examiner	$201
Fire Inspector	$169
Senior Fire Inspector	$184
Fire Marshal	$217
Plans Examiner Aide	$121
Plans Examiner	$184
Senior Plans Examiner	$201
Assistant Construction Permit Specialist	$129
Construction Permit Specialist	$135
Senior Construction Permit Specialist	$160
Supervising Construction Permit Specialist	$169
Assistant Building Inspector	$152
Building Inspector	$169
Senior Building Inspector	$184
Supervising Building Inspector	$201
Inspector of Record	$215
Assistant Building Official	$191
Deputy Building Official	$218
Building Official	$228
Plan Check Engineer	$211
Supervising Plan Check Engineer	$213
Principal Project Manager	$277
Deputy Director	$284
Director	$300
PLANNING	
CDBG Technician	$100
CDBG Specialist	$118
CDBG Analyst	$136
Sr. CDBG Analyst	$145
CDBG Coordinator	$161
CDBG Manager	$194
Housing Specialist	$143
Housing Program Coordinator	$161
Planning Technician	$139
Assistant Planner	$173
Associate Planner	$187
Senior Planner	$213
Principal Planner	$222
Planning Manager	$235
Deputy Director	$284
Director	$300

CONSTRUCTION SERVICES	
Labor Compliance Specialist	$155
Senior Labor Compliance Specialist	$170
Assistant Labor Compliance Manager	$186
Labor Compliance Manager	$206
Utility Coordinator	$178
Office Engineer I	$156
Office Engineer II	$170
Assistant Construction Manager	$178
Construction Manager	$197
Senior Construction Manager	$214
Resident Engineer I	$222
Resident Engineer II	$230
Project Manager IV	$264
Deputy Director	$284
Director	$300
INSPECTION SERVICES	
Public Works Observer **	$140
Public Works Observer ***	$179
Senior Public Works Observer**	$152
Senior Public Works Observer ***	$179
MAPPING AND EXPERT SERVICES	
Survey Analyst I	$156
Survey Analyst II	$180
Senior Survey Analyst	$193
Supervisor - Survey & Mapping	$216
Principal Project Manager	$277
LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$162
Associate Landscape Architect	$187
Senior Landscape Architect	$205
Principal Landscape Architect	$218
Principal Project Manager	$277
ADMINISTRATIVE	
Administrative Assistant I	$108
Administrative Assistant II	$130
Administrative Assistant III	$152
Project Accountant I	$122
Project Accountant II	$143
Project Controller I	$152
Project Controller II	$172

** For Non-Prevailing Wage Project *** For Prevailing Wage Project
Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2026 thru June 30, 2027, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Schedule of Hourly Rates
Prevailing Wage

Effective July 1, 2026 to June 30, 2027

GEOTECHNICAL	
Soil Technician (Prevailing Wages)**	$165
Sr. Soil Technician (Prevailing Wages)**	$165
Geologist II	$206
Supervising Geologist	$233
CAD Operator II	$158
Assistant Engineer I	$151
Assistant Engineer II	$165
Assistant Engineer III	$175
Senior Engineer I	$212
Senior Engineer II	$217
Senior Engineer III	$220
Supervising - Lab Inspector	$153
Field Operations Manager	$164
Supervising Engineer	$238
Principal Project Manager	$277
Principal Engineer	$342
SPECIAL INSPECTION	
Special Inspection (Prevailing Wages)**	$173
Supervisor	$187

ADMINISTRATIVE	
Administrative Assistant I	$108
Administrative Assistant II	$130
Administrative Assistant III	$152
EXPERT WITNESS	
Principal Engineer/Geologist	$467

**For inspector/soil technician there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates.. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2026 thru June 30, 2027, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Schedule of Hourly Rates
Non-Prevailing Wage

Effective July 1, 2026 to June 30, 2027

GEOTECHNICAL	
Soil Technician	$105
Sr. Soil Technician	$123
Geologist II	$206
Supervising Geologist	$233
CAD Operator II	$158
Assistant Engineer I	$151
Assistant Engineer II	$165
Assistant Engineer III	$175
Senior Engineer I	$212
Senior Engineer II	$217
Senior Engineer III	$220
Supervising - Lab Inspector	$153
Field Operations Manager	$164
Supervising Engineer	$238
Principal Project Manager	$277
Principal Engineer	$342
SPECIAL INSPECTION	
Special Inspection	$107
Supervisor	$187

ADMINISTRATIVE	
Administrative Assistant I	$108
Administrative Assistant II	$130
Administrative Assistant III	$152
EXPERT WITNESS	
Principal Engineer/Geologist	$467

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2026 thru June 30, 2027, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Unit Testing Rate Sheet*

Effective July 1, 2026 to June 30, 2027

IDENTIFICATION AND INDEX PROPERTIES			
In-situ Moisture and Density (ASTM D2937)	$50	per	Test
Grain Size Analysis – Sieve Only (ASTM D6913)	$150	per	Test
Grain Size Analysis – Sieve & Hydrometer (ASTM D6913 & D7928)	$250	per	Test
Percent Passive #200 Sieve (ASTM D1140)	$120	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	$250	per	Test
Atterberg Limits – One Point (ASTM D4318)	$100	per	Test
Specific Gravity (ASTM D854)	$150	per	Test
Sand Equivalent (ASTM D2419)	$168	per	Test
COMPACTION AND BEARING STRENGTH			
Modified Proctor Compaction – Method A or B (ASTM D1557)	$350	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	$350	per	Test
Compaction (CTM 216)	$285	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	$600	per	Test
R-Value	$400	per	Test
SHEAR STRENGTH			
Torvane / Pocket Penetrometer	$25	per	Test
Direct Shear, Consolidated Drained – 3 Point (ASTM D3080)	$650	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	$220	per	Test
Unconfined Compression (ASTM D2166)	$160	per	Test
Unconsolidated-Undrained (UU)	$250	per	Test
CONSOLIDATION, COLLAPSE AND SWELL			
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	$600	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	$130	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	$130	per	Test
Collapse Test – Single Point	$130	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	$350	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	$350	per	Test
Remolded Sample per Specimen	$95	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	$200	per	Test
LABORATORY PERMEABILITY			
Constant Head (ASTM D2434)	$350	per	Test
Falling Head Flexible Wall (ASTM D5084)	$350	per	Test
Triaxial Permeability (EPA 9100)	$400	per	Test
CHEMICAL TESTS			
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	$250	per	Test
Organic Contents (ASTM D2974)	$125	per	Test
ASPHALT TESTS			
Extraction / Asphalt (CTM 382)	$300	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	$500	per	Test

*A not to exceed (NTE) $500 fee will be assessed for field compaction testing when performing by a full time public works inspection or when providing materials inspection at the minimum of 4 hours, as the field compaction tests are included in the material inspector's hourly rate. If performing public works inspection under 4 hours will be charged for field compaction testing at a unit cost of $75 per test.

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Unit Testing Rate Sheet*

Effective July 1, 2026 to June 30, 2027

Extraction / Asphalt (CTM 382)	$300	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	$500	per	Test
Wash Gradation (CTM 202)	$200	per	Test
CONCRETE			
6"x12" & 4"x8" Cylinder Compression Test (ASTM C39)	$50	per	Test
2", 4" & 6" Diameter Cores Compression Test	$50	per	Test
3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	$50	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42)	$100	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	$85	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684)	$100	per	Test
MASONRY			
2"x4" Mortar Cylinder Compression Test (ASTM C780)	$50	per	Test
2"x2" Mortar Cube Compression Test (ASTM C109)	$50	per	Test
3"x6" Grout Prism Compression Test (ASTM C1019)	$50	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447)	$275	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	$300	per	Test
STEEL REINFORCEMENT			
Tensile or Bend Test, up to #8 (ASTM A370)	$200	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	$250	per	Test
Tensile or Bend Test, #14 (ASTM A370)	$300	per	Test
FIREPROOFING			
Unit Weight (UBC 7-6)	$55	per	Test
Cohesion / Adhesion (UBC 7-6)	$65	per	Test
NON-DESTRUCTIVE TESTING (NDT)			
Dye Penetrant Testing	$145	per	Hour
Ultrasonic Testing	$145	per	Hour
Magnetic Particle Testing	$145	per	Hour
Radiographic Testing			Quote
ADMINISTRATIVE SERVICES			
Sample Pickup from Field (within 100 miles of lab)	$190	per	Trip
Saturday Sample Pickup from Field (within 100 miles of lab)	$310	per	Trip
Sunday Sample Pickup from Field (within 100 miles of lab)	$310	per	Trip
Mix Design Review	$900	per	Mix
Lab Test Report	$50	per	Report
Field Vehicle Usage (by Soil/Asphalt Technician)	$10	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	$60	per	Trip

*A not to exceed (NTE) $500 fee will be assessed for field compaction testing when performing by a full time public works inspection or when providing materials inspection at the minimum of 4 hours, as the field compaction tests are included in the material inspector's hourly rate. If performing public works inspection under 4 hours will be charged for field compaction testing at a unit cost of $75 per test.

Page 4 of 4

Updated 05.29.2026

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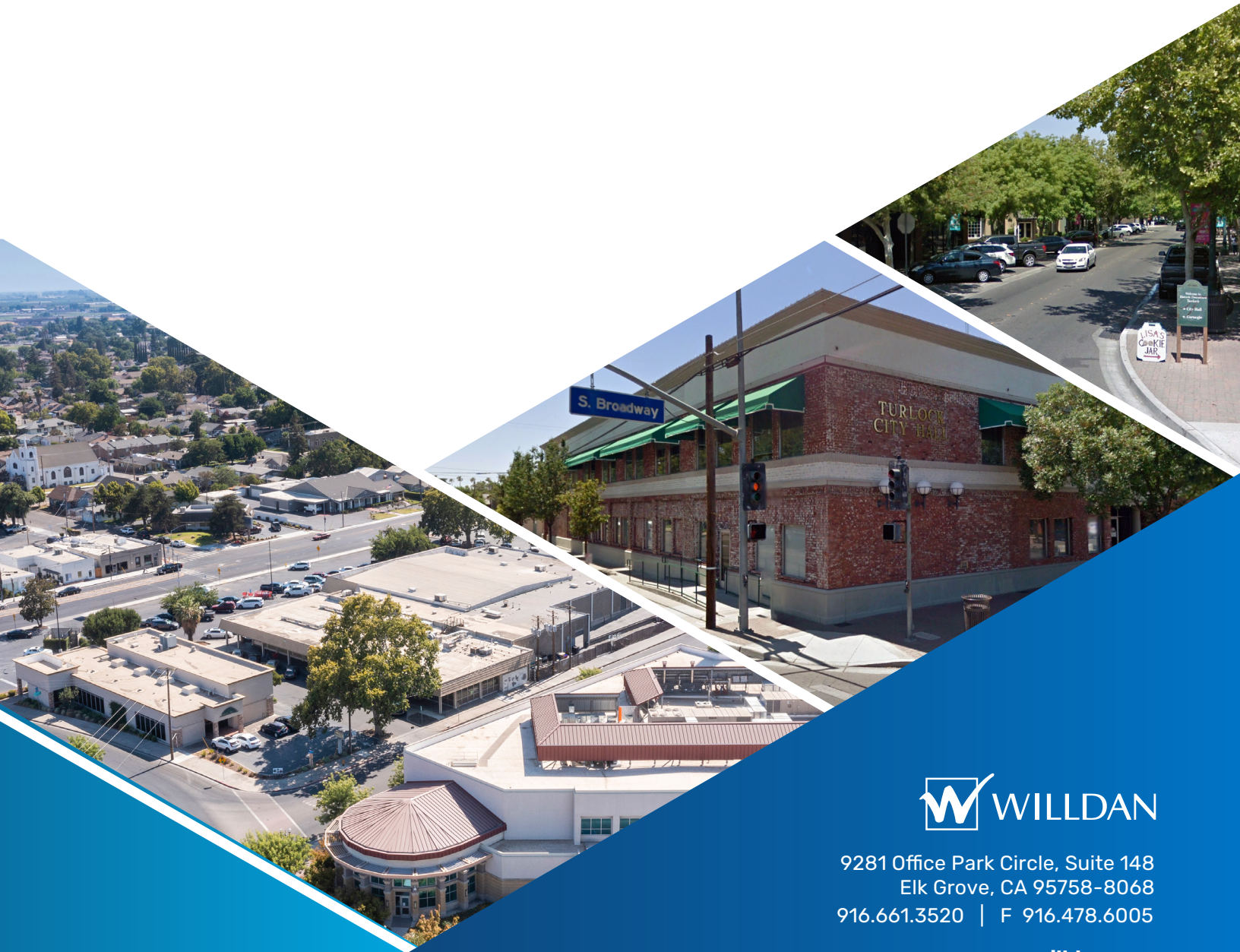


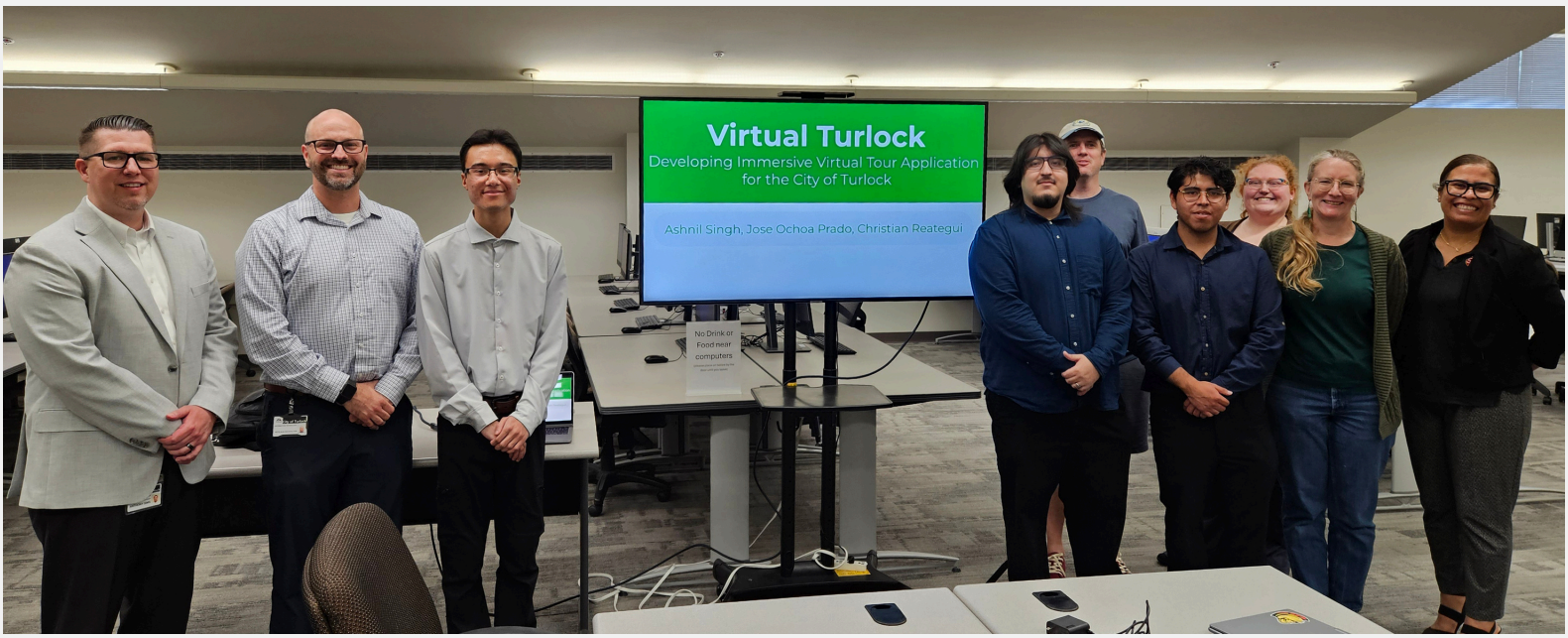
WILLDAN

9281 Office Park Circle, Suite 148
Elk Grove, CA 95758-8068
916.661.3520 | F 916.478.6005

www.willdan.com

ECONOMIC DEVELOPMENT

Monthly Report - June 2026



Virtual Turlock

The City of Turlock and California State University, Stanislaus have partnered to develop Virtual Turlock, an interactive 360-degree platform that showcases the city's businesses, attractions, and community assets while promoting tourism, economic development, and civic engagement. The project provides Stanislaus State students with valuable real-world experience in technology, digital media, and software development through collaboration with City staff and faculty mentors. Students presented the project's progress and future vision to the Turlock City Council, highlighting the partnership as an innovative model connecting higher education, local government, and workforce development.

City of Turlock – Economic Development Department

Executive Summary – June 2026 Monthly Report

Key Highlights

- 37 Business Engagement Meetings Completed – Conducted 18 Business Retention & Expansion (BRE) meetings and 19 Business Attraction meetings during June, bringing the annual total to 297 business engagement meetings.
- Business Investment Continues – Celebrated additional Turlock Partnership Incentive Program recipients, supporting small business growth, revitalizing vacant commercial spaces, and creating new jobs throughout the community.
- Virtual Turlock Partnership Showcased – Stanislaus State students presented the Virtual Turlock project to the City Council, demonstrating an innovative partnership that promotes tourism, economic development, and workforce development through immersive technology.
- Business Recruitment & Marketing Expanded – Continued recruitment efforts by promoting Turlock's strategic location, workforce, development incentives, available commercial sites, and downtown investment opportunities to prospective businesses and developers

Executive Summary:

June was another productive month for the City's Economic Development Division, marked by continued progress in business attraction, business retention, workforce development, and strategic partnerships. Staff completed 37 business engagement meetings, advanced several business recruitment projects, celebrated new business investments through the Turlock Partnership Incentive Program, and continued promoting Turlock as a premier location for business growth. The month also highlighted the City's innovative partnership with California State University, Stanislaus through the Virtual Turlock project, reinforcing Turlock's commitment to workforce development, technology, and long-term economic competitiveness.

TURLOCK BY THE NUMBERS

TURLOCK POPULATION

73,100

20 - MILE POPULATION RADIUS

640,000

CSU STANISLAUS AVERAGE ANNUAL ENROLLMENT

8,000 - 10,000

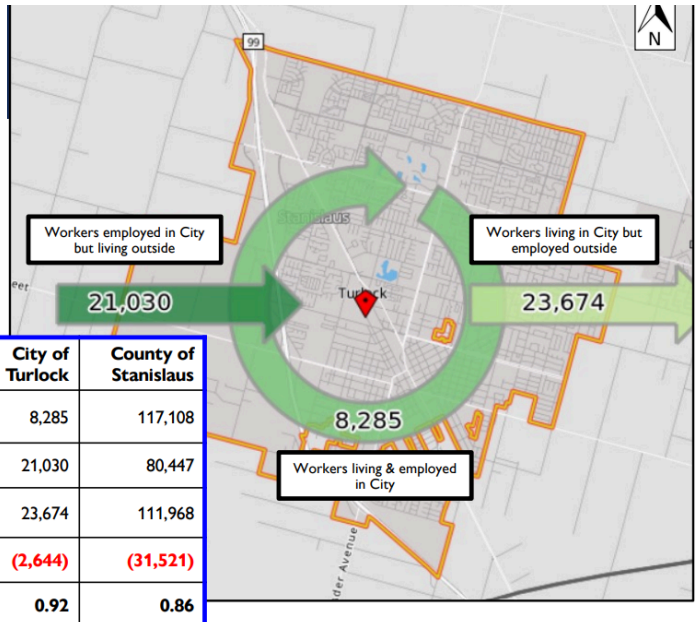
TURLOCK LABOR FORCE

≈ 30,000

Data Sources:
ESRI, Placer.AI, CSU Stanislaus

WORKER INFLOW / OUTFLOW - CITY OF TURLOCK:

*For more information on Turlock's economic profile visit:
https://www.cityofturlock.org/doingbusinessinturlock/turlockeconomicprofile/
and
https://www.cityofturlock.org/doingbusinessinturlock/



Reference	City of Turlock	County of Stanislaus
Workers Living and Working	8,285	117,108
Workers Coming (Inflow)	21,030	80,447
Workers Going (Outflow)	23,674	111,968
Net Inflow/Outflow	**(2,644)**	**(31,521)**
Employment Ratio*	**0.92**	**0.86**

Business Retention and Expansion (BRE)

Supporting existing businesses remains one of the City's most effective economic development strategies. Through the Business Retention and Expansion (BRE) program, staff proactively engages with local employers to better understand their operational needs, identify opportunities for growth, and connect them with resources that support long-term success.

By fostering strong relationships with the business community, the City can respond to challenges before they become barriers, encourage business expansion and investment, strengthen job retention and creation, and continue building a resilient and diverse local economy.

During the month of June 2026, City of Turlock Economic Development staff completed 18 Business Retention and Expansion meetings, as well as completed 19 Business Attraction meetings.

***2025-2026 Annual Business Retention and Expansion (BRE) & Business Attraction Meetings total:** 297 meetings*
(reporting period : 7/1/2025 - June 30/2026)

Pictured above, to the right:

- ***Congrats to Grace & Ember Wellness Spa for opening their first location in Turlock, and receiving the $3,500 Turlock Partnership Incentive Program grant! Visit them at 2330 Colorado Avenue, Turlock, CA.***
- ***Wicked UTV, located at 966 W. Glenwood also completed the Turlock Partnership Incentive Program, and received a $3,500 grant from Turlock City Council.***

Business Resources

To request a meeting with our economic development team visit:

https://www.cityofturlock.org/doingbusinessinturlock/businessresources/supportservices.asp

OPENING SOON

- Nick the Greek
- SPA REM
- Back Nine Golf Simulators
- Espressito Cafe & Bakery
- Evolve Studio
- Alabaster Coffee
- Gorilla Coatings, Inc.
- Chick-fil-A
- and more!

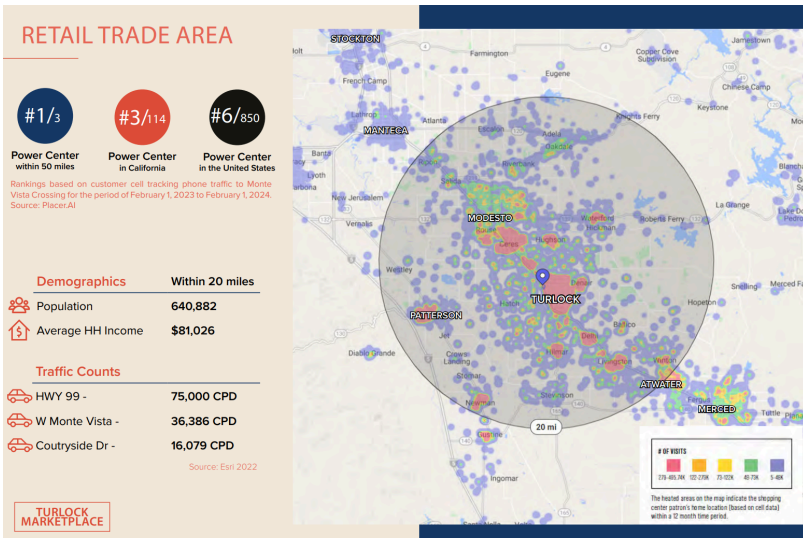
Business Attraction

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.

Turlock offers a strategic location along the Highway 99 corridor with high visibility and access to over 640,000 people within a 20-mile radius, making it an ideal place for business growth. The City supports new investment through its Development Incentive Program, including a 25% reduction in Capital Facilities Fees, along with streamlined processes like no-cost pre-development meetings.

Businesses benefit from a strong regional workforce, competitive utility rates through Turlock Irrigation District, and a diverse economy that includes retail, manufacturing, logistics, and agriculture.

Turlock is also home to major employers and a thriving retail environment, including the Monte Vista Crossings Power Center and CSU Stanislaus. With available development sites and a business-friendly approach, Turlock provides the resources and opportunities needed for businesses to start, expand, and succeed.



Tell us what businesses you would like to have in Turlock!
email: ASims@turlock.ca.us

Other: _____

Why choose Downtown Turlock?

Downtown Turlock serves as the community's historic and commercial center, offering businesses a highly visible location within a vibrant, walkable district. The area features a diverse mix of retail, dining, professional services, entertainment, and community gathering spaces that attract residents and visitors throughout the year.

Businesses located downtown benefit from year-round events and activities that generate customer traffic and showcase the district, including the annual Christmas Parade, Fourth of July Parade, farmers markets, seasonal celebrations, and other community events. This consistent activity helps increase visibility, strengthen customer engagement, and create opportunities for business growth while contributing to the continued economic vitality of Downtown Turlock.

To learn more about available downtown commercial spaces for lease or sale, or to discuss business opportunities in Downtown Turlock, contact Anthony Sims, Economic Development Manager, at ASims@turlock.ca.us.

Business Attraction - Growing Turlock's Economy

Turlock Partnership Incentive Program

This program is designed to:
- Support small businesses opening in Turlock
- Help revitalize vacant storefronts
- Create new jobs in our community

To qualify, businesses must:
• Open in an existing vacant building within city limits
• Provide a business plan (with no-cost support available through the Valley Sierra SBDC)
• Attend a no-cost pre-development meeting
• Agree to simple record-keeping for one year
• Not be part of a franchise, nonprofit, or corporate chain
Grant application must be submitted prior to starting the licensing and permitting process.

If you have been considering starting your own business in Turlock and meet the qualifications listed above, give us a call, stop by, or visit us online to learn more!

📞 Contact: Anthony Sims,
Economic Development Manager
Email: asims@turlock.ca.us
Phone: 209-668-5540 Ext. 1122 or 209-668-6031

Interested in opening a business in Turlock?
Visit the link below to obtain information on available commercial properties in Turlock.

Turlock commercial properties for sale:
https://www.loopnet.com/search/commercial-real-estate/turlock-ca/for-sale/?sk=618d1bb399e6dbce0b6dc8c47f5fed0e&e=u

Turlock properties for lease:
https://www.loopnet.com/search/commercial-real-estate/turlock-ca/for-lease/?view=map

Recent Check Presentations:
1. Javier Padilla, CPA
2. Turlock Music Academy
3. Kabob Place & Grill
4. AFS Financial Services
5. Pupusas Francis
6. Grace & Ember Wellness Spa
7. Wicked UTV

Upcoming Check Presentations:
- Spa REM
- Gorilla Coatings, Inc.

Why Turlock?

Strategic Location. Skilled Workforce. Growing Economy.
Located along Highway 99 in the heart of California's Central Valley, Turlock offers businesses access to a growing consumer market, a skilled workforce, strong infrastructure, and an exceptional quality of life.

By the Numbers
- Population: 73,000+
- Regional Population: 640,000+ within 20 miles
- Workforce: 30,000+
- Stanislaus State: 10,000+ students annually
- Positive sales tax growth in 15 of the last 18 quarters

Retail & Business Environment
- Monte Vista Crossings ranked #3 Power Retail Center in California and #8 in the United States
- Home to Costco, Target, Walmart, HomeGoods, Kohl's, Dick's Sporting Goods, In-N-Out, and more
- Turlock Marketplace currently under construction with Chick-fil-A as the first announced tenant
- Turlock Partnership Incentive Program offers up to $3,500 for qualifying businesses

Quality of Life & Tourism
- Historic Downtown Turlock featuring diverse shopping, dining, and entertainment
- 29 parks throughout the community
- Pedretti Sports Park hosts 35+ tournaments annually
- Annual Downtown Christmas Parade
- Annual Downtown Independence Day Parade
- Home to annual Stanislaus County Fair (attracts approximately 220,000 visitors each year)
- Weekly Farmers Market and Makers Market

Infrastructure & Competitive Advantages
- Some of California's lowest energy rates through Turlock Irrigation District (TID)
- Expanded water reliability through the Stanislaus Regional Water Authority (SRWA)
- Ongoing roadway and infrastructure improvement programs
- Strategic access to Highway 99 and major California markets

Major Employers
- Amazon Fulfillment Center
- California State University, Stanislaus
- Emanuel Medical Center
- Blue Diamond Growers
- Mid Valley Family Foods
- Divert, Inc.
- U.S. Cold Storage

Open for Business
Whether you are a retailer, manufacturer, distributor, entrepreneur, startup, or expanding company, Turlock offers the workforce, infrastructure, market access, and business-friendly environment needed for long-term success.

TURLOCK SITES

TURLOCK SITE OPTIONS

📞 Contact: Anthony Sims
Economic Development Director
Email: ASims@turlock.ca.us
Phone: 209-668-6031

*We will share more sites each month

Ask about our drone images!

Reach out to learn about additional sites

INDUSTRIAL | COMMERCIAL | DEVELOPMENT OPPORTUNITIES

1 213 C STREET TURLOCK, CA 95350

Light Industrial | Opportunity Zone | Dock Doors
Highway Access ~0.1 mi

2 743 N. TULLY ROAD TURLOCK, CA 95380

2.73 Acres | Heavy Commercial | Freeway Visibility
Dock Doors Available

3 1030-1072 S. 1ST STREET TURLOCK, CA 95380

Commercial | Multiple Dock Doors

4 900-986 W. GLENWOOD AVENUE TURLOCK 95380

Commercial | Parking | Hwy Access

5 210 S. CENTER STREET, TURLOCK, CA 95380

Retail | Central Location

6 208 E. OLIVE AVENUE TURLOCK CA

Commercial Site

7 2801 LASSITER LANE, TURLOCK, CA

Industrial Site | Development Potential

8 1800 OLYMPIC DRIVE, TURLOCK CA

Industrial Site | Development Potential

9 3260 LIBERTY SQUARE PARKWAY, TURLOCK CA

Commercial Site

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.

Other regional workforce development - talent development partners that provide educational programs and trade skill vocational training include:

- **California State University Stanislaus** - https://www.csustan.edu/
- **California State University Stanislaus - Career Ready U** - https://www.csustan.edu/career/careerreadyu
- **California State University Stanislaus - STEM CRU** - https://www.csustan.edu/aspire/stem-cru
- **Modesto Junior College** - https://www.mjc.edu/index.html
- **The Volt Institute** - https://www.voltinstitute.com/
- **Bay Valley Tech** - https://www.bayvalleytech.com/
- **Turlock Irrigation District (TID) Internships** - www.TID.org/Careers
- **Beam Circular Youth Amabassador Program** - https://tinyurl.com/BEAM -Youth-Ambassador

Fresno State - Parent University -Virtual Courses -(no cost for Turlock residents)

The City has a partnership with Fresno State - Parent University to offer no-cost virtual courses to all Turlock residents (of all ages). Upon completion of each 4 week course, participants will receive a certificate from Fresno State University.

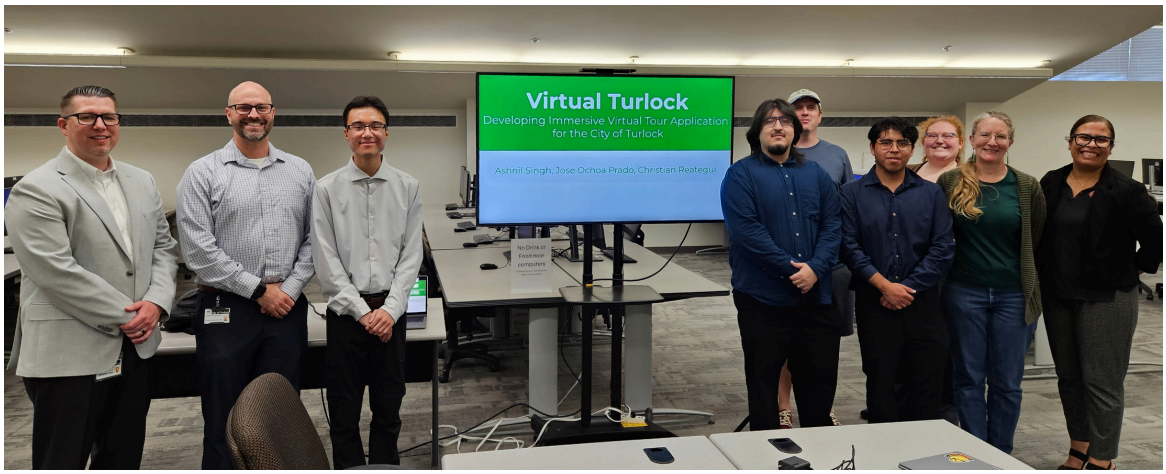
To register for future courses visit:
https://cge.fresnostate.edu/oced/parent-university.html

Virtual Turlock

The City of Turlock and California State University, Stanislaus have partnered to develop Virtual Turlock, an innovative digital platform that showcases the community through immersive 360-degree tours and interactive technology. Developed in collaboration with Stanislaus State's Department of Computer Science, the platform allows residents, visitors, prospective students, and businesses to virtually explore local attractions, businesses, parks, and community spaces while promoting tourism, economic development, and civic pride.

The partnership also provides Stanislaus State students with valuable hands-on experience by applying classroom knowledge to a real-world project. Working alongside faculty mentors and City staff, students gain practical skills in software development, digital media, user experience design, media capture, and collaborative problem-solving while building professional portfolios that prepare them for future careers in technology.

Virtual Turlock demonstrates the value of collaboration between local government and higher education by advancing economic development while creating meaningful workforce development opportunities. The project highlights Turlock's unique community assets, strengthens connections between the City and Stanislaus State, and helps prepare the next generation of technology professionals through experiential learning.



Looking Ahead

Chick-fil-A Opening Soon

Construction continues to progress on Chick-fil-A, the first announced tenant within the new Turlock Marketplace development. The highly anticipated restaurant will bring new employment opportunities, increase consumer spending within the community, and serve as a catalyst for additional retail investment at the 30-acre shopping center. As additional tenants are announced and the shopping center continues to build out, Turlock Marketplace is expected to accommodate approximately 14–18 businesses and generate an estimated 350 jobs upon full buildout, further strengthening the City's sales tax base and expanding shopping and dining opportunities for residents and visitors.

Stanislaus County Fair: A Regional Economic Driver

Beginning in July, the Stanislaus County Fair will once again welcome more than 200,000 visitors to Turlock during its annual 10-day event, making it one of the largest regional attractions in California's Central Valley. The fair serves as a powerful economic magnet, drawing visitors from throughout the region who support local hotels, restaurants, retailers, fuel stations, and other businesses before and after attending fair events. This annual influx of visitors generates significant economic activity, strengthens local businesses, promotes tourism, and showcases Turlock as a vibrant regional destination.

Continuing to Build Turlock's Future

The Economic Development Division will continue working proactively to support existing businesses, recruit new investment, strengthen workforce partnerships, and promote Turlock as one of California's premier communities for business growth. Staff remains committed to creating opportunities that generate quality jobs, expand consumer amenities, encourage private investment, and enhance the overall quality of life for residents while positioning Turlock for long-term economic success.

Community Updates and Business Workshops

Economic Development Presentation for CVAR

Thank you to the Central Valley Association of Realtors (CVAR) of Turlock for the opportunity to provide an economic development update during this week's meeting. Anthony Sims, Economic Development Director, shared updates on new business openings, retail and industrial development projects, workforce initiatives, strategic planning efforts, and the continued investment occurring throughout our community.

The presentation also included a discussion on emerging economic development trends, evolving consumer preferences, workforce dynamics, and opportunities that may shape future growth throughout the Turlock community. Realtors play an important role in telling Turlock's story and helping attract new residents, businesses, investment, and economic opportunity to our city.

Thank you to everyone who attended and for your continued partnership in supporting Turlock's growth and success.

CVAR Presentation 6/16/2026

Economic Development Update

Economic Development is the creation of wealth from which community benefits are realized. It's an investment in growing your economy and enhancing the prosperity and quality of life for all residents.

Economic Development is a team sport!

Presented by

Anthony Sims
Economic Development Director
ASims@turlock.ca.us
209.668.6031

Upcoming Business Workshop in late July:

How to Export Internationally, The World is Open for Your Business!

Date and Time to be determined

3rd
DOWNTOWN TURLOCK
W MAIN STREET
6:30PM - PARADE
STANISLAUS FAIRGROUNDS
FESTIVAL STARTS WHEN THE PARADE ENDS
7:30 PM - MAKIN' NOISE BAND
DUSK - FIREWORK SHOW
250 years
4th
DOWNTOWN TURLOCK
W MAIN STREET
8AM-1PM
CAR SHOW & MARKET
TROPHIES AWARDED AT 12:30 PM
PARADE - CAR SHOW - FESTIVAL - FIREWORKS

Life happens at the Stan Co Fair
JULY 10 - 19, 2026 3 Days
0
BUY TICKETS!
FAIR
LIVESTOCK + EXHIBITS
EVENTS
FACILITY RENTALS
ABOUT US
Welcome To The Stanislaus County Fair

COMMUNICATIONS UPDATE

Monthly Report - June 2026

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

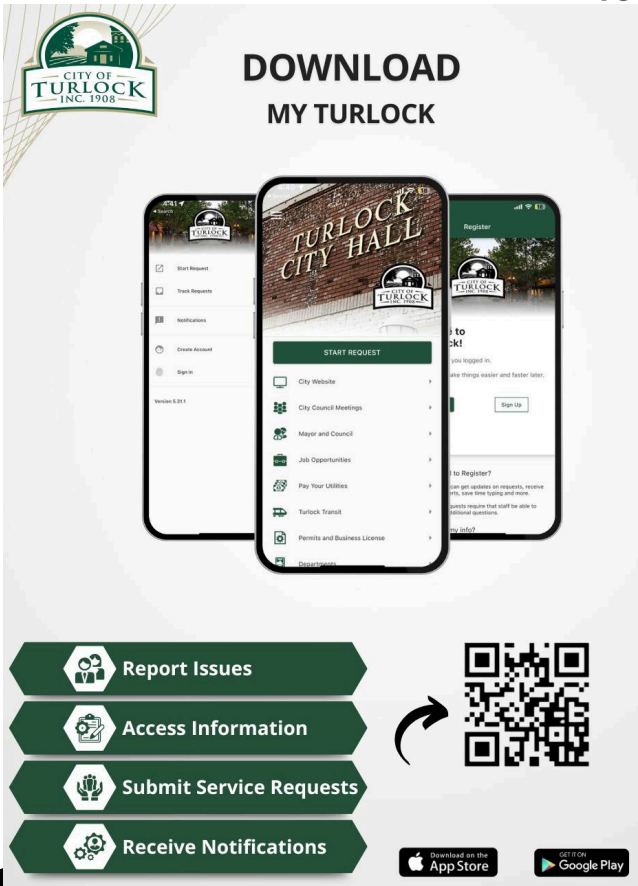
http://www/instagram.com/turlockecondev

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



Finance Department Monthly Report
July 14, 2026

From: Isaac Moreno, Finance Director

Prepared by: Isaac Moreno, Finance Director

Agendized by: John J. Murphy, DPA, ICMA-CM, City Manager

Staffing – The Finance Department is currently in the process of filling the following positions:

Accounting: 1 – Accountant II (Starting August 3rd)

Measure A Committee – The next scheduled meeting for Measure A Committee is July 15, 2026

Contracts Executed by City Manager – Please see table below for the executed contracts within the month of June 2026.

Utility Billing Division Report – Please see attached memorandum.

Housing Division Report – Please see attached memorandum.

Turlock Development Incentive Program Activities:

Permit Issue Date	Project Description	Location	Total Credits Received
5/7/2026	New Gas Station	2099 Fulkerth Rd.	$ 22,158.02
7/6/2026	Banquet Hall	2218 W. Main St.	$ 32,776.45

Projects:

User Fee Study – Consultant has started preliminary meetings with four divisions. The estimated completion is August 2026.

Impact Fee Study – Pending completion of infrastructure master plan updates. An updated timeline will be developed once this is complete.

Interim City Manager Approved Contracts Up To $75,000					
Contract Number	**Vendor Name**	**Description**	**Compensation Amount Not to Exceed**	**Effective Date**	**Department**
June					
2026-146	EFS Group, DBA Engineered Fire Systems	Plan Check Services	$75,000.00	05/11/2026	Fire
2026-174	Herum Crabtree Suntag	Special Counsel Services	$75,000.00	05/01/2026	Administration
2026-139	First Alarm Wellness	Clinical Mental Health Counseling Services	$14,000.00	04/01/2026	Fire
2026-176	Preventive Maintenance for PSF Environmental Control System	Johnson Controls Building Solutions LLC	$75,000.00	06/01/2026	Recreation

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, 2026

TO: Isaac Moreno

FROM: Angelica Gonsalves

SUBJECT: June 2026 Department updates

For the month of June 2026:

Finance processed a total of 2,320 receipt payments in the office by walk in customers, 751 by mailed/drop box, and took 0 phone payments. The department answered 1,921 calls during the month of June. Processed 157 utility move-in's, and 109 move-out/exception bills. Payment agreements: 117 current and 35 past due payment agreements.

Utility billing processed and mailed 19,725 printed utility bills and issued 2,498 penalties. Delinquent notices were mailed to 882 customers. 245 accounts were terminated on June 24, 2026 and 70 remained off at the end of the day.

The department went live with the new payment platform online and interactive voice response (IVR) for utility customers on 7/16/25. In June we had 1,921 customers made payments on the new IVR, 4,320 customers paid through the new portal, and 6,444 set up for autopay. We have a total of 13,018 registered users on the new portal from 6/30/26. 842 users have signed up for paperless billing. We have officially moved over all utility accounts over to the new platform.

Business license processed 75 new applications and closed 11 business licenses. 12 licenses were renewed and 0 delinquent notices were mailed out to lapsed business licenses. The City of Turlock currently has 7,301 active licenses.

JENNIFER FIGUEROA
HOUSING PROGRAM MANAGER

OFFICE OF THE CITY MANAGER
HOUSING PROGRAM SERVICES DIVISION
jfigueroa@turlock.ca.us

156 S. BROADWAY, SUITE 140 | TURLOCK, CA 95380 | MAIN 209-668-5610| FAX 209-668-5120 | TDD 1-800-735-2929

DATE: July 2, 2026

TO: Isaac Moreno

FROM: Jennifer Figueroa

SUBJECT: July 2026 Housing Division Update

June 2026 Housing Division Update:

- No Mobile Home rehabilitation packets were given out.
- Sixteen (16) Mobile Home rehabilitation applicants added to interest list
- Three (3) applications received.
    - Two (2) mobile home rehabilitation completed.
    - Three (3) mobile home rehabilitations in construction process.
    - Five (5) mobile home rehabilitations are in various stages of process prior to loan committee approval.

- No stick-built rehabilitation packets were given out.
- Nine (9) stick built applicants added to interest list
- One (1) application received.
    - One (1) stick built rehabilitation completed.
    - Two (2) stick built rehabilitations in construction process.
    - Six (6) stick built rehabilitations are in various stages of process prior to loan committee approval.

- Seven (7) First-Time Homebuyer applications given out.
    - Three (3) First-Time Homebuyer applications received. Five (5) approved. One (1) pending eligibility. One (1) loan approved by loan committee and funded.
- Staff are working on a HOME NOFA to be released in July 2026 and on a HOME-ARP NOFA to be released in August 2026.

Funds with HUD:

Prepared: 7/2/2026

Stanislaus Housing Consortium		
	CHDO	-
	Administrative Funds	567,621.05
	HOME	4,699,053.15
		5,266,674.20
CDBG-CV		159,372.03
CDBG		1,328,646.63
HOME-ARP		
	Administrative and Planning Funds	465,613.25
	Home Activities Funds	4,531,689.15
		4,997,302.40

Notes:
-Funds stated above do not reflect expenditures that have not been submitted for reimbursement
-CHDO funds were transferred into HOME funds

Funds with California Department of Housing and Community Development:

Permanent Local Housing Allocation (PLHA) pending application	203,601.00

Funds with City:

Stan County HOME Lead Consortium Fund 254	-
CDBG (with City) Fund 255	422,719.61
HOME Consortium Fund 256	479,648.47
State HOME Fund 257	
State Home Funds	3,070,020.83
Cal HOME Program	1,547,283.22
HEAP	94,183.91
	4,711,487.96
Housing Stimulus Fund 258	(481,739.35)
HOME-ARP Fund 259	(112,648.44)
PLHA-Permanent Local Housing Allocation Fund 260	734,491.04
Successor Agency - LMI Fund 625	1,981,830.36

TOTAL OF ALL FUNDS:	$	19,691,385.91

Notes:

Human Relations Department

Career Opportunities

We are Hiring!

Career Opportunities

JOB TITLE	SALARY	DEADLINE
Police Officer Trainee (BONUS PAY)	$4,454.00-$5,416.00 Monthly	Continuous
Water Treatment Plant Operations Supervisor (NEW INCENTIVES)	$9,087.00 - $11,045.00 Monthly	Continuous

*As of 07/07/2026

For more information, please visit www.cityofturlock.org

Human Relations Department

Full-Time New Hires

City Manager

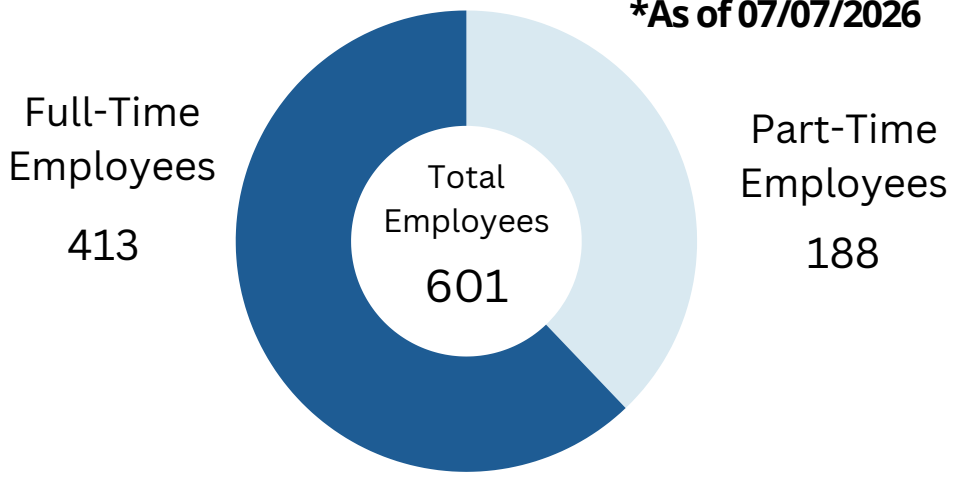
Staff Services Analyst

Accountant II

Account Clerk I

Staffing Data

***As of 07/07/2026**

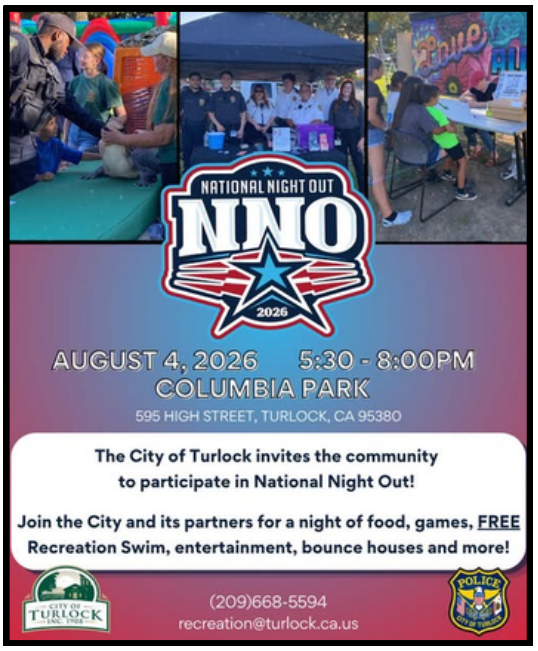


Human Relations Department

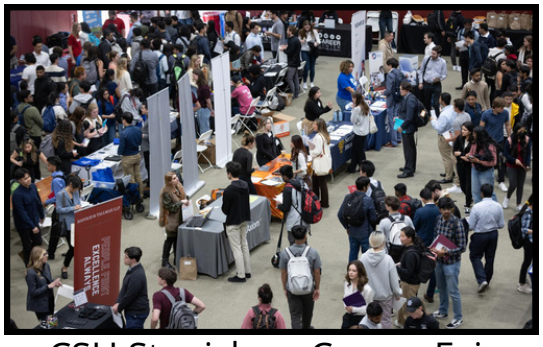
Upcoming Events

The following trainings are scheduled for City staff:

Training	Date
Active Shooter Training	October 2026



UC Merced Career Fair
Wednesday, September 23, 2026



CSU Stanislaus Career Fair
Wednesday, October 7, 2026

Human Relations Department

Past Events

Sun Safety and Wellness Workshop
Friday, May 29, and Thursday, June 11, 2026

Mission Square Workshop
Thursday, June 18, 2026

HR 101 Workshop
Wednesday, June 24, 2026

Past Events

All Hands/Ice Cream Social for Public Service Appreciation
Thursday, June 18, 2026

City Council Staff Update
July 8th, 2026

From: Nick Showalter, IT Director

Prepared by: Nick Showalter, IT Director

Agendized by: Dr. John J. Murphy, City Manager

For June 2026, the Information Technology (IT) Department has the following report:

New Website Project
The new website project with Revize moved into the *Site Review Phase* (Phase 7 of 9). The new website is built with migrated content. IT Staff will be working with Communications staff to review the navigation, layout, and content and make any final adjustments. IT Staff will be scheduling the next phase, which is *Training* with Revize. Revize has administrator and editor trainings scheduled for mid-July.

Audio/Video – Emergency Operations Center (EOC)
IT Staff prepared the operator workstation as well as the wired and wireless input devices that will be used in the EOC. IT Staff will be working with the system integrator, Solutionz Inc., in mid-July to complete the configurations needed on the EOC equipment to make it fully operational. Training on operating the system is also scheduled for mid-July.

Audio/Video – City Council Chambers
IT Staff were notified by Solutionz Inc. of delays in receiving hardware for the City Council Chambers audio/video system upgrade. Completion of the project has been delayed by extended lead times for specialized audio/video and networking equipment. These delays are the result of broader supply chain constraints affecting the technology industry and are outside of the City's control. Staff are working closely with the vendor to oversee the equipment orders. For SB707 Compliance, IT Staff will be using supplementary hardware with the existing audio/visual system to incorporate two-way communication.

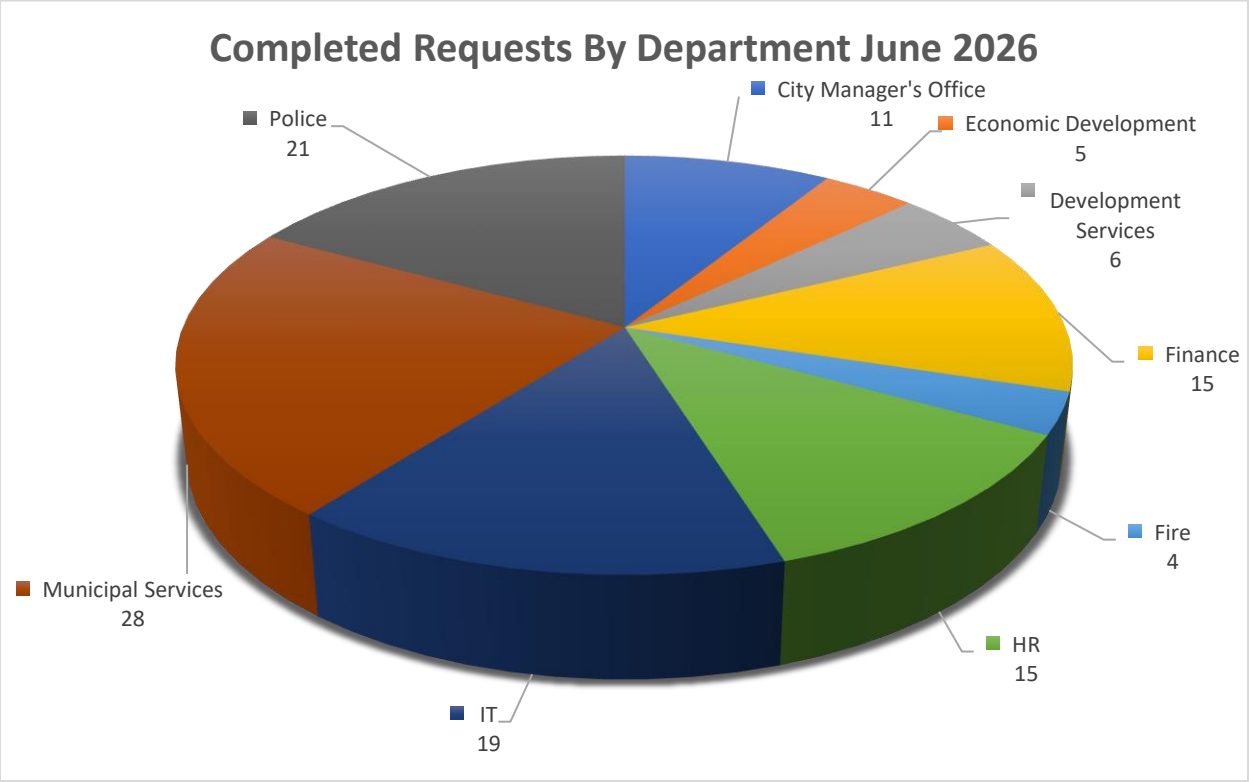
Microsoft 365 Mailbox Migration Project and Licensing
IT Staff deployed security configurations to accounts and have been testing them with departments with success. IT will continue deploying security configurations to the remaining departments.

Fire Station Network Connectivity Enhancements
IT Staff implemented new secure connections and configurations to enhance network connectivity and capacity at Fire Stations 31 and 34.

Camera System Design Input
IT Staff are continuing to provide input during weekly meetings with Municipal Services and Public Safety staff hosted by the company, Guidepost Solutions, for the camera system design project for City parks and well sites.

Enterprise Permitting and Licensing Software
IT Staff received a final process list from Development Services that has been sent to Tyler Technologies regarding permitting workflows. A meeting to review this is being scheduled with Tyler Technologies.

Completed IT Requests*
IT staff completed **124 requests** for service during June 2026.



*Resolved requests shown are estimated and do not include ad hoc phone and verbal requests or certain long-term projects.

CITY MANAGER'S MONTHLY UPDATE

TURLOCK FIRE DEPARTMENT

JUNE 2026

Fire Chief, Shanon Evans

OPERATIONS DIVISION

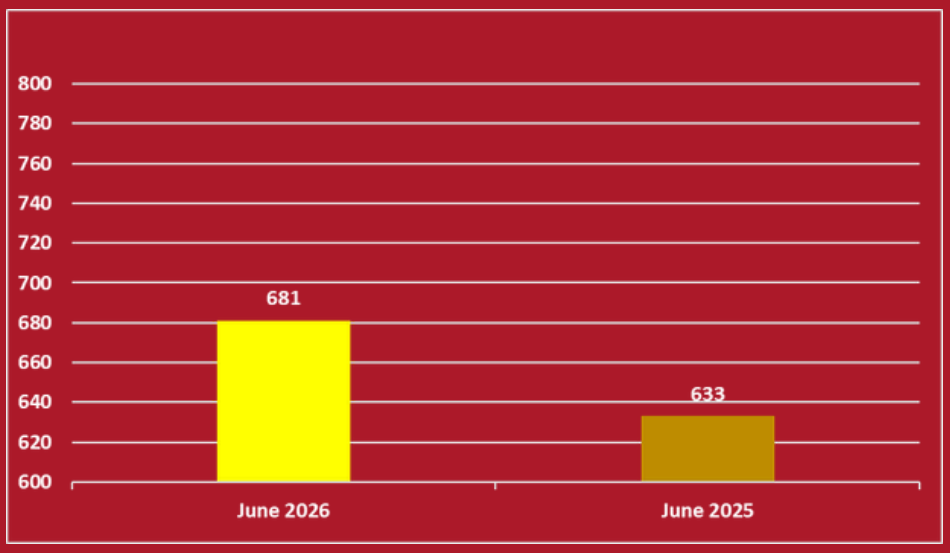
TOTAL CALL VOLUME: 681

Total Fire (NFIRS Series 100): 17

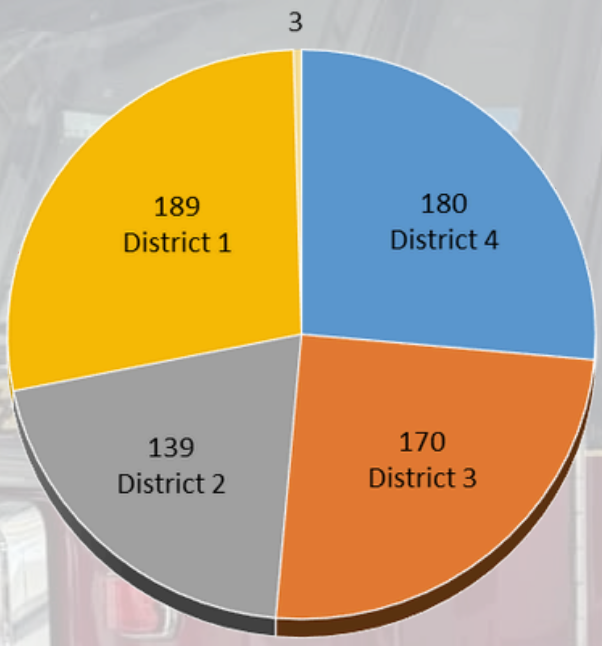
Total EMS: 460

Total Public Service/ Rescue: 83

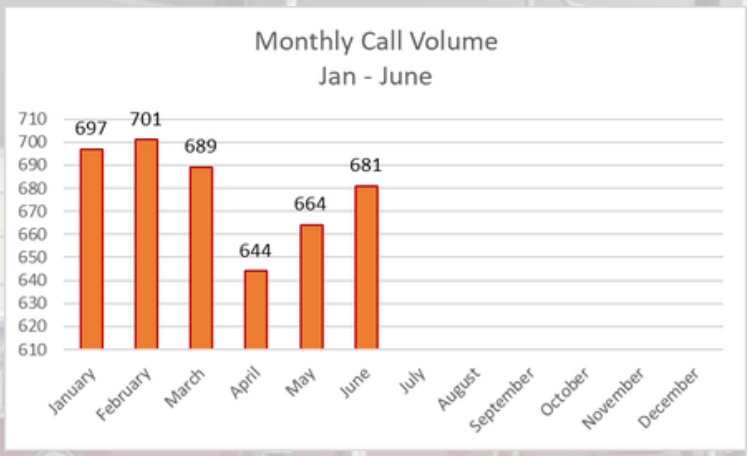
June 2025 vs June 2026

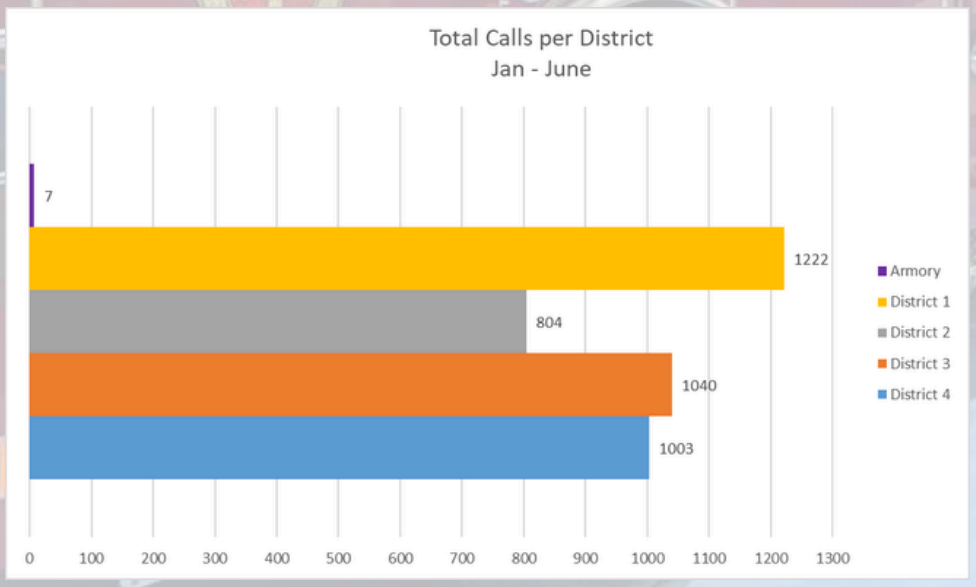


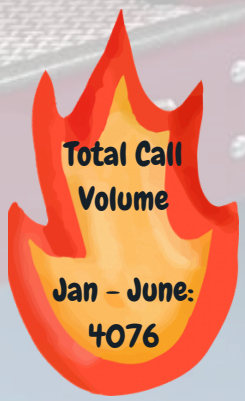
CALLS BY DISTRICT



STATS- MID YEAR







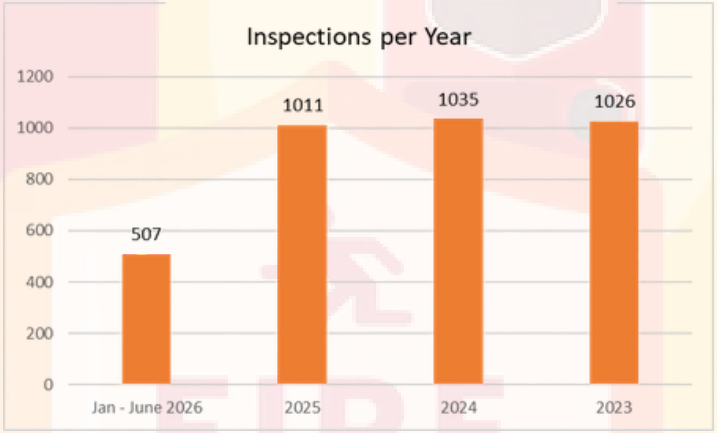
Medline Fire - CVIMT

Tea Rose Fire

FIRE PREVENTION DIVISION

Type of Inspection	Total
Re-inspections	5
Final Fire Alarm/Final Sprinkler	5
Building Finals	4
Green Sheet Plan Reviews	20
School Inspections, Care Facilities and STD850	8
All other inspections	10
Fireworks Booth Inspections	23
Fireworks Storage Inspections	9

STATS- MID YEAR



Stanislaus Regional FIU
June 2026

DETAILS: During the month of June 2026, the FIU's call volume increased above the previous month's total responses.

The FIU conducted a total of 41 fire investigations during the month (the previous month of May was 40), the breakdown of the calls is as follows:

Calls by jurisdiction: Modesto FD 20, Ceres 2, Oakdale's 2, Salida 0, Turlock city 4, and County 13.

25 were structure fires, 5 vegetation fires, 3 vehicle fires, and 8 were trash/dumpster/other fires/criminal enforcement actions/investigator follow-ups.

Investigators were able to determine that 3 fires were confirmed arsons, 18 accidental, and 15 were undetermined. Investigators were canceled a total of 0 times. Reported fire fatalities 0.

Investigators assisted with or handled themselves 3 arrests during the month.

We continue to dedicate long hours to several open arson investigations that require follow-up, with arrests 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

Stanislaus Regional Fire Investigation Unit — Investigations for Turlock City FD — June 2026

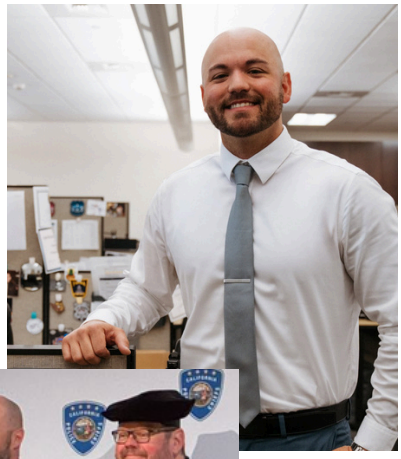
AR= Arson, AC= Accidental, UN= Undetermined

Date	Sta #	Agency	IF #	Invest	Location	AR	AC	UN	Property	Dispo	$ Loss	O&C
6/10/2026	31	TUR	26-167	Haus	107 S Kilroy Ave		1		Struct Comm	Closed	$25,000.00	CC
6/27/2026	34	TUR	26-185	SS	2404 Tea Rose Street			1	Struct Resid	Closed	$25,000.00	O&C
6/27/2026	33	TUR	26-187	Haus	4564 Destiny Ave		1		Struct Resid	Closed	$15,000.00	O&C
6/30/2026	33	TUR	26-194	McD	2720 Dels Ln.		1		Struct Resid	Closed	$10,000.00	O&C

MONTHLY CITY MANAGER'S REPORT

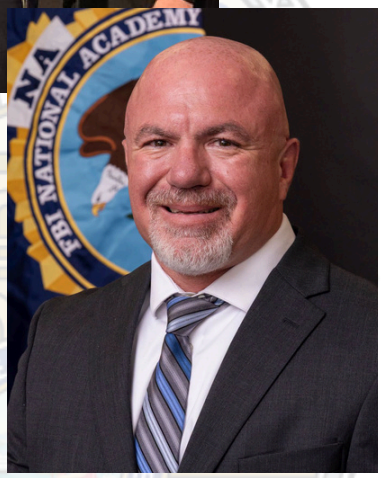
JUNE 2026

- On **June 1st**, we had the honor of welcoming Det. Alex Jimenez into Special Operations as he steps into our rotational detective role. Congrats, Alex!



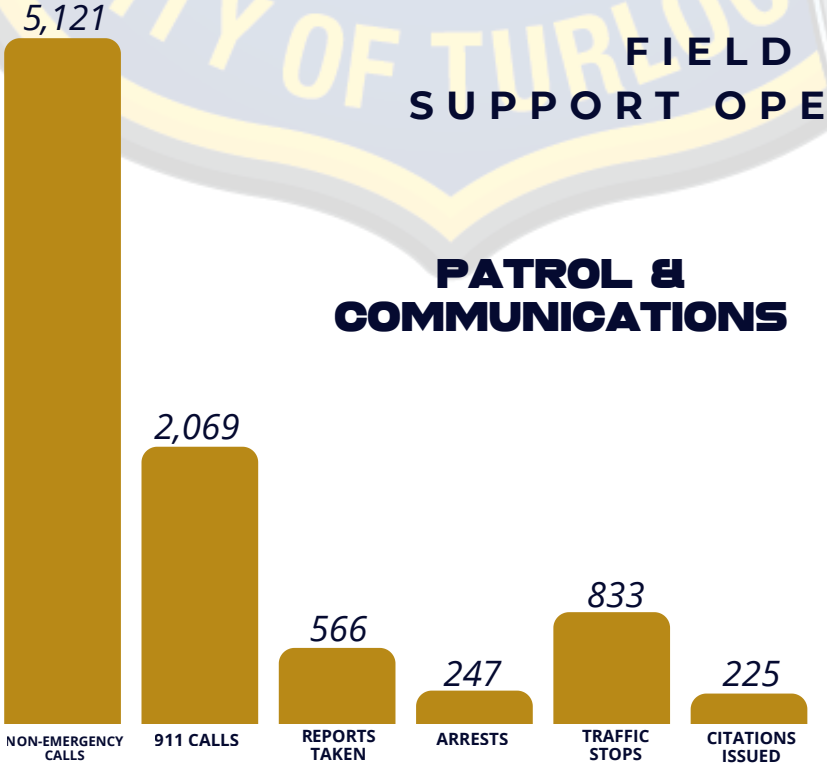
- Congratulations to Lieutenant Hall on graduating from the California Police Chief's Executive Leadership Institute. Over the course of two weeks in June, Lt. Hall participated in advanced leadership training alongside public safety professionals from across California, building on the skills and experience he brings to our department every day. Congrats, Dave!

- On **June 18th**, Lieutenant Dave Shaw graduated from the 298th Session of the FBI National Academy in Quantico, Virginia.The FBI National Academy is a highly respected 10-week program that brings together law enforcement leaders from across the country and around the world for advanced training in leadership, communication, and professional development. Congrats, Dave!



FIELD & SUPPORT OPERATIONS

PATROL & COMMUNICATIONS



ANIMAL SERVICES

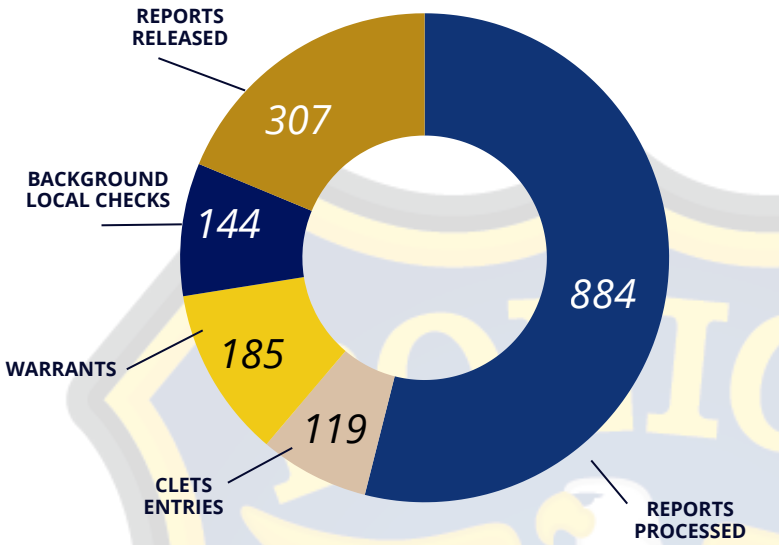
24 DOGS SEIZED

18 CATS SEIZED

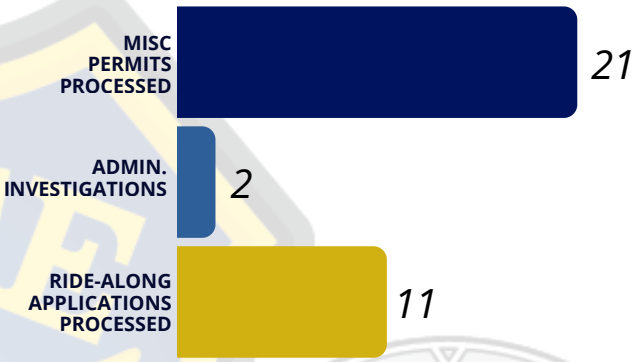
23 ANIMALS ADOPTED/RETURNED TO OWNER/TRANSPORTED TO RESCUE

SPECIAL OPERATIONS

RECORDS



PROFESSIONAL STANDARDS



SOCIAL MEDIA INSIGHTS

FOLLOW

ACCOUNTS REACHED

- INSTAGRAM: 1,236,224
- FACEBOOK: 1,537,672

NEW FOLLOWS

- INSTAGRAM: 687
- FACEBOOK: 8,156

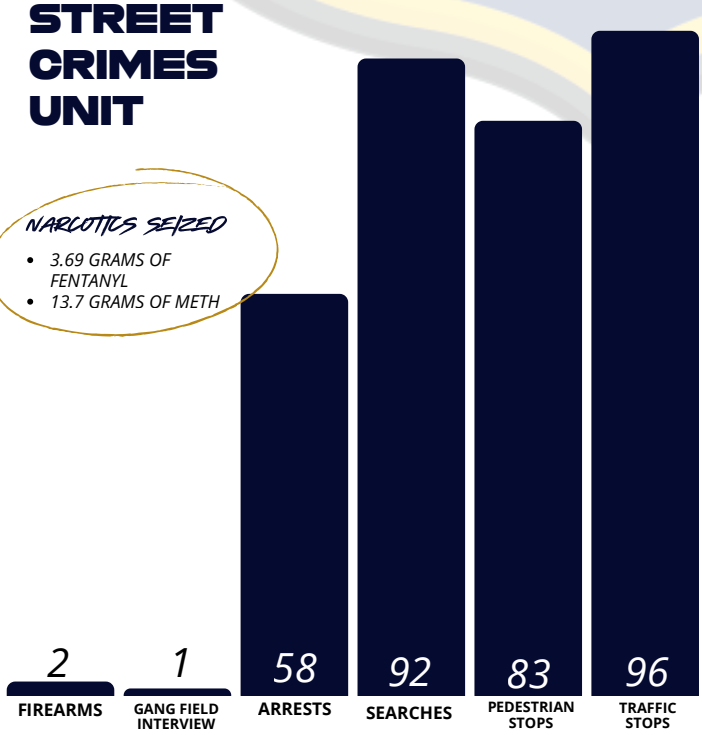
PROFILE VISITS

- INSTAGRAM: 14,850
- FACEBOOK: 23,600

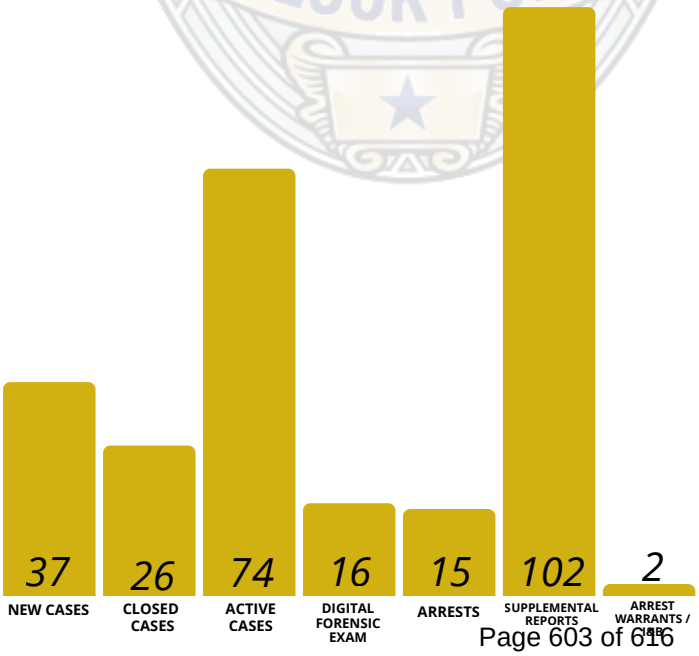
STREET CRIMES UNIT

NARCOTICS SEIZED

- *3.69 GRAMS OF FENTANYL*
- *13.7 GRAMS OF METH*



DETECTIVES



MUNICIPAL SERVICES

ENGINEERING ◦ FLEET ◦ MAINTENANCE ◦ RECREATION
REGULATORY AFFAIRS ◦ ROADS PROGRAM ◦ SRWA
TRANSIT ◦ UTILITIES ◦ WATER QUALITY CONTROL

LEADERGOV

Municipal Services Department staff completed a Team Collaboration training focused on strengthening communication, teamwork, and accountability across all divisions. The training emphasized the importance of building trust, communicating openly and consistently, and aligning individual responsibilities with the Department's shared goals. Staff explored practical strategies for improving collaboration, fostering mutual respect, addressing challenges through effective communication, and leveraging each team member's strengths to achieve better outcomes. The session reinforced that strong collaboration is essential to improving efficiency, enhancing service delivery, and continuing to provide high-quality services to the Turlock community.

Congratulations to the following Municipal Services Department staff who were hired or promoted this month!

Benedict, Dylan - P/T Reacreation Worker
Bennet, Kai - P/T Recreation Worker
Bennett, Liam - P/T Recreation Worker
Cervantes, Anahi - P/T Recreation Worker
Gonzalez, Aimee - P/T Clerical
Miller, Delton - Maintenance Worker I
Morris Urbieta, Asia - P/T Recreation Worker
Parker, Ethan - P/T Recreation Worker
Silveira, Braden - P/T Recreation Worker
Silveira Kurtis - P/T Maintenance
Encalade Jr, Anthony - Utility Maint. Worker Sr
Finch, Frank - Utility Maint. Worker Sr
Kidder, Hunter - Utility Maint. Worker Sr
Mann, Nicole - Staff Services Technician
Nunes, Valentino - Fleet Maint. Mechanic Sr

ROADS PROGRAM

A Notice to Proceed was issued for City Project No. 25-025 Bid Package 1, with construction activities scheduled to begin on or before July 6, 2026, and an anticipated completion date of November 10, 2026. The project will rehabilitate E. Linwood Avenue (Lander Avenue to County Line), Rosewood Drive, Baywood Lane, and Rockwood Avenue, improving a total of 7,925 linear feet of roadway.

City Project No. 23-067 Bid Package 3 has reached substantial completion, resulting in the rehabilitation of 14,501 linear feet of roadway.

Construction activities on City Project No. 23-068 Bid Package 2 continue to progress. Curb and gutter improvements have been completed on Sierra Street, Tahoe Drive, and Shasta Street, while concrete improvements on N. Rose Street and Oak Street remain underway. Upon completion, the project will rehabilitate 10,386 linear feet of roadway.

Work on City Project No. 23-068 Bid Package 3 is advancing with the installation of a new storm drain along a segment of Marshall Street. The project will rehabilitate a total of 9,860 linear feet of roadway.

City Project No. 23-069 is nearing project closeout following the rehabilitation of 13,915 linear feet of roadway.

City Project No. 23-052, the Geer Road Corridor Rehabilitation Project from N. Golden State Boulevard to Taylor Road, has been advertised for construction bids. Bids are scheduled to be opened on July 28, 2026, and the Engineer's Estimate for the project is approximately $26 million.

ENGINEERING

Construction of the Lyons Avenue Water Line Replacement Project began following City Council's award of the construction contract to United Pavement Maintenance and completion of the pre-construction meeting. City Council also supported the use of ARPA funding for the Fire Station No. 33 Site Improvements and Corporation Yard Security & Lighting Improvements projects. The Fire Station No. 33 Site Improvements and Corporation Yard Security & Lighting Improvements projects were advertised for construction bids, while City staff continued advancing design and bid preparation for several capital projects, including the Traffic Engineering Services On-Call Retainer Agreement, HVAC and Roof Replacement at the Turlock Regional Water Quality Control Facility, and Detection Cameras and APS Push Buttons at Traffic Signals.

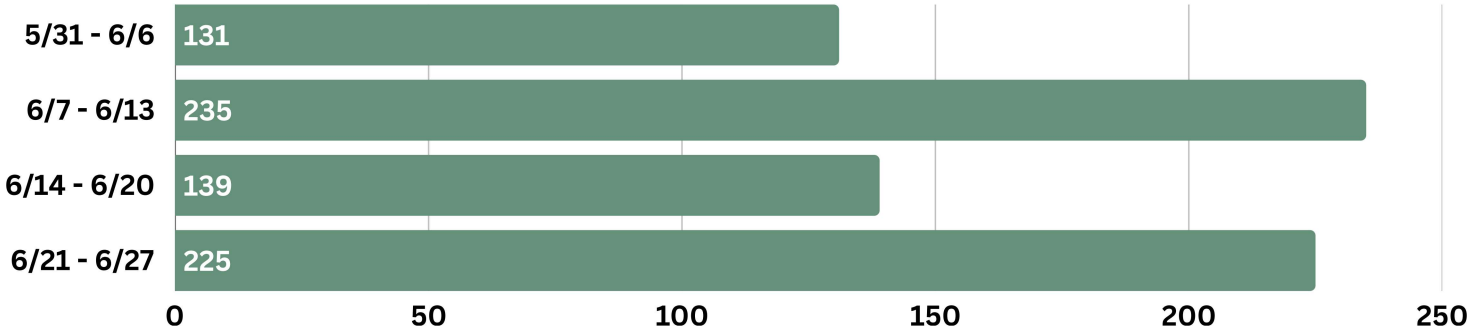
Procurement activities continued on several projects. Pre-bid meetings and bid openings were completed for the Senior Center Parking Lot Improvements, System-Wide AMI and Water Meter Installation Phase 1, and HVAC and Roof Replacement at the Sodium Hypochlorite Building projects. Bids for the System-Wide AMI and Water Meter Installation Phase 1 project were opened, with the lowest construction bid totaling approximately $1.6 million, and City staff is currently evaluating the construction management proposals.

Construction activities progressed on multiple projects. All water valves were successfully replaced for the Geer Road Water Valves Replacement Project, with trench patching now underway. The Median Rehabilitation on Springer Drive continues through the design phase while staff identifies construction funding. The Sewer Rehabilitation on Tully Road grant application remains under EPA review prior to formal submission. The Columbia Pool Exhaust Fan Project advanced through building plan review, and the Countryside Drive and Business Entrances Project continues through the federal NEPA clearance process with consultant support.

City Council awarded construction contracts for the In-Plant Drain Repair Project and the Security Fence Improvements at the Public Safety Facility project. The Council also approved Notices of Completion for the WQC Administration Building Reroof Project, Senior Center Roof & HVAC Project, and the 2024 Roads Program Water Line Replacement Project. Additionally, the anticipated opening of John Lazar Park has been delayed until the landscape establishment period is complete, and the Pedestrian Crossing at W. Christoffersen Parkway and McKenna Drive project continues to advance as the construction cost-sharing agreement with Turlock Unified School District moves through the review process.

MAINTENANCE

POTHOLES FILLED IN JUNE



The Maintenance Division continued to provide routine maintenance, repairs, and beautification efforts throughout the City to keep public infrastructure and facilities safe and well maintained.

Staff maintained Pedretti Park and the Turlock Regional Sports Complex (TRSC) through routine field preparation, irrigation repairs, pitcher's mound improvements, tree maintenance, weed control, mowing, field layout, painting, fertilization, and tournament setup. Crews also repaired multiple irrigation mainline and valve issues to ensure the sports facilities remained in excellent condition for public use and organized events.

Throughout the City's parks, crews completed numerous irrigation repairs, including water line, mainline, valve, and sprinkler repairs. Staff planted 24 trees, raised and maintained more than 140 trees, removed damaged and hazardous trees and branches, watered newly planted trees, completed playground inspections, repaired park infrastructure including a bridge, parking lot, and sidewalks, hauled soil, and performed mowing throughout the park system. Staff also completed employee training, including slip-and-fall safety and Class B license coursework.

MAINTENANCE, CONT'D

Street maintenance activities included repairing 730 potholes, completing weed abatement and landscape maintenance, planting 23 trees in landscape islands, installing signs, delineators, raised pavement markers, and stop signs, completing sidewalk improvements, cleaning overpasses and canal areas, responding to fallen tree hazards, and assisting Code Enforcement with neighborhood cleanup efforts that removed 1.65 tons of debris. Crews also completed red curb painting around schools and the fairgrounds in preparation for the Stanislaus County Fair.

Building and facility maintenance included plumbing, electrical, irrigation, lighting, HVAC, and security repairs at City facilities. Additional work included tree planting and landscaping at the Public Safety Facility, oil spill cleanup at Transit, repairs at Animal Services, Columbia Pool, Central Park, and City Hall, completion of the City Hall men's restroom remodel, Senior Center event setup, and various bus shelter and transit facility improvements.

Staff also completed extensive maintenance throughout the City's assessment districts, including mowing, pruning, weed abatement, irrigation repairs, sprinkler and valve replacements, tree maintenance, installation of weed barriers and decorative rock, maintenance of roundabouts, pathways, walls, planters, Balisha beacons, trash receptacles, and dog waste stations. Crews continued irrigation system improvements and beautification efforts to enhance the appearance and functionality of the City's assessment areas.

RECREATION

The Parks and Recreation Division continued to provide a wide variety of recreational programs, community events, aquatics activities, and facility rentals while preparing for a busy summer season. Staff also participated in professional development opportunities to enhance program safety and improve services for the community.

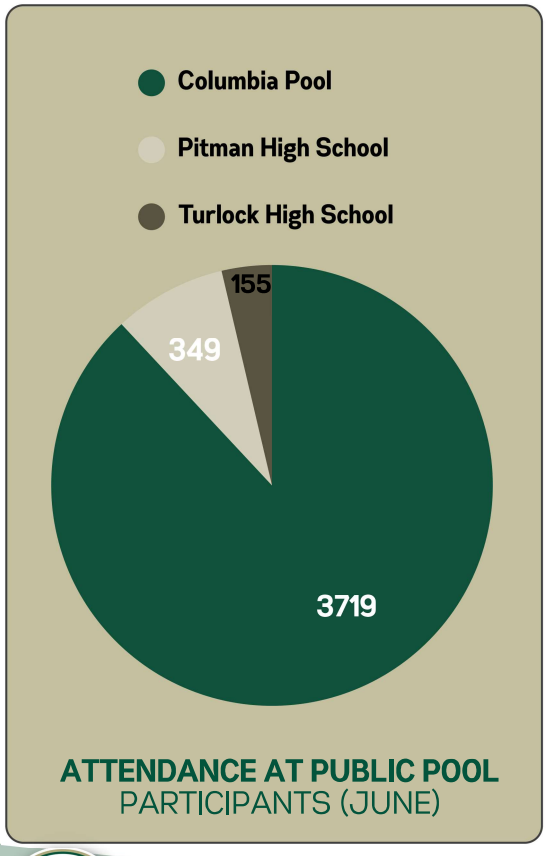
Summer programming is underway with Summer Camp operating at both Turlock and Pitman High Schools, providing children with a safe and engaging environment that includes indoor and outdoor activities, as well as recreational swimming. Columbia Pool, Pitman High School, and Turlock High School are open for the summer season, offering recreational swim, swim lessons, and special community events, including the Swim for Free with Turlock Irrigation District program. Aquatic staff completed seasonal in-service training and participated in Stop the Bleed emergency response training to strengthen preparedness and enhance participant safety.

RECREATION, CONT'D

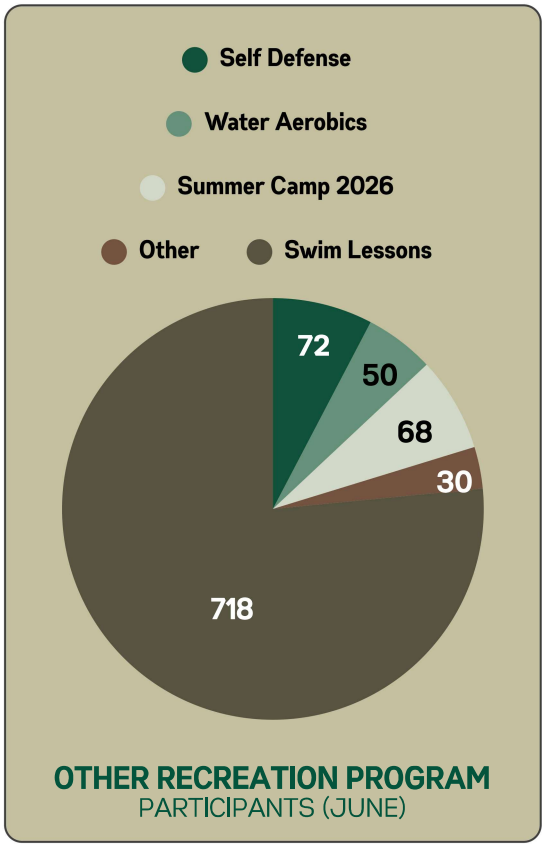
Recreation staff successfully hosted another Family Fun Night in partnership with The Market and Somar Youth Project, featuring activities for all ages, live entertainment, and participation from the Turlock Fire Department, Turlock Police Department, and Turlock Transit. The Turlock Senior Citizens Group also hosted its annual Hotdogs and Hotrods event at the Turlock Senior Center, providing another well-attended community gathering.

Recreational sports activities remained active throughout the month, with tournaments held at Pedretti Park, hourly rentals at the Turlock Regional Sports Complex, and continued use of City athletic facilities by local organizations. Staff also attended Child Abuse Prevention Regional Training to further strengthen youth programming and ensure safe, high-quality recreational experiences.

Staff continued outreach efforts for the proposed Donnelly Park Grant, gathering community input while monitoring the State's grant development process in preparation for submitting a competitive application.



ATTENDANCE AT PUBLIC POOL
PARTICIPANTS (JUNE)



OTHER RECREATION PROGRAM
PARTICIPANTS (JUNE)

SPECIAL EVENTS:
FAMILY FUN NIGHT
TURLOCK SENIOR CITIZEN GROUP
HOT DOGS & HOT RODS
WATER SAFETY DAY
CARNEGIE ART CENTER
ANNUAL BLOCK PARTY
TURLOCK DOWNTOWN WORSHIP

OPEN REGISTRATION:
LEGO ROBOTICS
SUMMER CAMP
SWIM LESSONS
WATER AEROBICS
DISC GOLF
BABYSITTING CLASS
PICKLEBALL
SELF-DEFENSE
PARENTS' DAY OUT
TRACK
CRUISIN' BACK TO SCHOOL
CAR SHOW

SCAN HERE FOR MORE INFORMATION ON RECREATION PROGRAMS!

UTILITIES

Utilities Division staff continued to maintain and improve the City's water and wastewater infrastructure while supporting several major capital improvement projects. During the reporting period, crews completed the Bel Air Court Sewer Main Replacement Project, advanced preparations for the Lyons Water Main Replacement Project, and completed the Geer Road Water Valve Replacement Project, improving the reliability of the City's utility systems and supporting future roadway improvements.

Staff also repaired and replaced aging water and sewer infrastructure, responded to emergency utility repairs, and worked closely with contractors to minimize service disruptions during ongoing construction projects. These efforts helped ensure residents continued to receive safe and reliable utility services while infrastructure improvements progressed throughout the community.

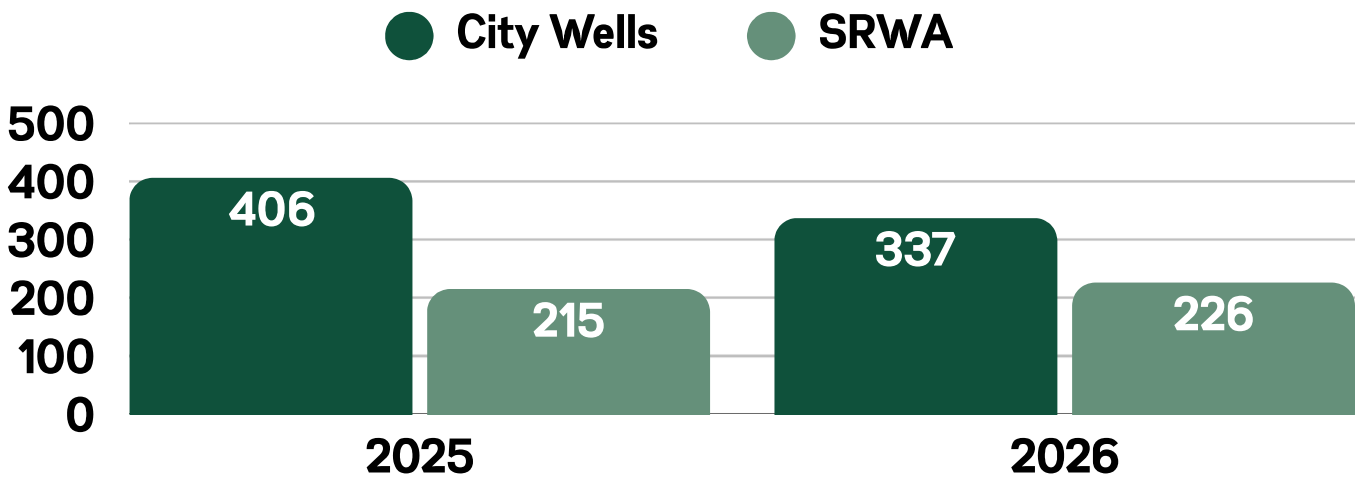
To maintain high drinking water quality standards, crews conducted extensive water system flushing following routine water quality monitoring and completed additional maintenance throughout the distribution system. In addition, staff continued providing essential daily services, including utility locates, meter operations, backflow testing, water conservation enforcement, and customer service, demonstrating the Division's ongoing commitment to maintaining dependable utility services for the Turlock community.

REGULATORY AFFAIRS

Regulatory Affairs staff completed the Annual Water Supply and Demand Assessments for both the Stanislaus Regional Water Authority (SRWA) and the City of Turlock, helping ensure continued compliance with State water planning requirements and supporting long-term water resource management. Staff also finalized the City's Annual Water Quality Report and prepared the Consumer Confidence Report (CCR) for distribution to customers. The CCR provides residents with important information about the quality of Turlock's drinking water and reflects the City's ongoing commitment to delivering a safe, reliable water supply.

STANISLAUS REGIONAL WATER AUTHORITY (SRWA)

SRWA WATER PRODUCTION AND WELL WATER PRODUCTION, IN MILLIONS OF GALLONS, **IN MAY***



WATER PRODUCTION MAY *2026**	
All water delivered to City of Ceres and City of Turlock met or exceeded water quality requirements as mandated by the State of California.	
CITY OF CERES	128 Million gallons of water was delivered
CITY OF TURLOCK	226 Million gallons of water was delivered
ZERO POSITIVE SYSTEM BACTI SAMPLES	

***Statistics are reported one month later to align with the City Council posting schedule.**

Roads Program
Current Project List

Only projects that have been brought before Council for a prior action (e.g., budget appropriation, professional services agreement) are included.

Roads Program
Current Project List

Only projects that have been brought before Council for a prior action (e.g., budget appropriation, professional services agreement) are included.

Status Legend
Design = Construction contract documents are in development.
Advertising/Bid Phase = The project has been advertised for construction bids, but has not yet been awarded.
Pre-Construction = The project has been awarded to a responsible and responsive contractor. The construction agreement, bonds, and insurance documents are in process of execution.
Construction = The project is under construction.
Project Closeout = The project is substantially complete. Minor corrective items, final quantities, and final change order negotiations and invoicing are being addressed.
Completed = Notice of Completion has been recorded.
Construction Management & Inspection = Consultant is performing these duties on an active construction project.

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Design

Name	Vendor	# of Miles	Start Date	Anticipated Completion Date	Status	Notes
CP 23-031 Bid Package 2 (Task Order 1)	Mark Thomas	1.9	4/1/2023	12/1/2026	Project Closeout	
CP 23-033 (Task Order 1)	Siegfried	1.2	4/1/2023	9/1/2026	Project Closeout	Due to impacts caused by another City Project, active construction on this City Project was delayed and has now been resumed as of October 7, 2025.
CP 23-067 Bid Package 1 (Task Order 3)	Mark Thomas	5.2	2/1/2024	9/1/2026	Project Closeout	
CP 25-040 (Task Order 5)	Provost & Pritchard	0.0	7/22/2025	3/1/2027	Design	Project involves crack seal and slurry surfacing for 184,792.56 square yards.
CP 23-052 Task Order 2 - Geer Rd	Mark Thomas	2.6	6/1/2024	12/31/2026	Advertising/Bid Phase	
CP 23-067 Bid Package 3 (Task Order 3)	Mark Thomas	2.7	2/1/2024	9/1/2026	Project Closeout	
CP 23-068 Bid Package 2 (Task Order 2)	Provost & Pritchard	2.1	2/1/2024	12/31/2026	Construction Assistance	
CP 23-068 Bid Package 3 (Task Order 2)	Provost & Pritchard	1.9	2/1/2024	12/31/2026	Construction Assistance	
CP 23-069 (Task Order 2)	Siegfried	2.6	2/1/2024	12/31/2026	Construction Assistance	
CP 24-031 Task Order 4 - GSB (Dels to Tuolumne)	Mark Thomas	2.2	7/1/2024	3/1/2027	Design	
CP 25-023 (Task Order 5)	Mark Thomas	1.4	3/25/2025	3/1/2027	Construction Assistance	

CP 25-024 (Task Order 3)	Provost & Pritchard	4.0	3/25/2025	3/1/2027	Design	
CP 25-025 Bid Package 1	Provost & Pritchard	0.7	3/25/2025	3/1/2027	Design	
CP 25-026 (Task Order 3)	Siegfried	4.0	3/25/2025	3/1/2027	Design	
CP 26-014 (Task Order 6)	Provost & Pritchard	3.2	4/14/2026		Design	
CP 26-015 (Task Order 7)	Provost & Pritchard	1.0	4/28/2026		Design	
CP 26-016 (Task Order 8)	Provost & Pritchard	2.2	4/28/2026		Design	
CP 26-017 (Task Order 4)	Siegfried	1.2	4/14/2026		Design	
CP 26-018 (Task Order 5)	Siegfried	3.0	4/14/2026		Design	
CP 26-019 (Task Order 6)	Siegfried	0.6	4/28/2026		Design	
CP 26-020 (Task Order 7)	Siegfried	1.8	4/28/2026		Design	
		45.5				

Construction

Name	Vendor	# of Miles	Start Date	Anticipated Completion Date	Status	Notes
CP 23-031 Bid Package 2	George Reed	1.9	4/1/2023	9/1/2026	Project Closeout	Due to impacts caused by another City Project, active construction on this City Project was delayed and has now been resumed as of October 7, 2025.
CP 23-033	George Reed	1.2	4/1/2023	9/1/2026	Project Closeout	
CP 23-069	Dirt Dynasty	2.6	9/23/2025	12/1/2026	Construction	
CP 23-067 Bid Package 1	UPM	1.4	3/1/2025	9/1/2026	Project Closeout	
CP 23-068 Bid Package 3	MCI	1.9	4/6/2026	6/1/2027	Construction	
CP 23-067 Bid Package 2	UPM	1.0	4/1/2025	9/1/2026	Project Closeout	
CP 23-067 Bid Package 3	MCI	2.7	7/7/2025	12/31/2026	Construction	
CP 23-068 Bid Package 2	Agee	2.1	3/2/2026	12/31/2026	Construction	
CP 25-025 Bid Package 1	Granite Construction	1.5	5/26/2026	6/1/2027	Construction	
		16.3				

Completed

Name	Vendor	# of Miles	Start Date	Anticipated Completion Date	Status	Notes
CP 23-068 Bid Package 1	UPM	1.0	2/11/2025	9/23/2025	Completed	
CP 23-031 Bid Package 1	UPM	0.6	4/1/2023	9/23/2025	Completed	
CP 23-032	UPM	1.7	4/1/2023	9/23/2025	Completed	
CP 23-032 (Task Order 1)	Provost & Pritchard	1.7	4/1/2023	12/9/2025	Completed	
CP 22-001 Bid Package 3	Cal Valley	0.5	4/25/2023	4/9/2024	Completed	

CP 22-001 Bid Package 2	D. A. Wood	0.6	9/13/2022	8/22/2023	Completed
CP 22-001 Bid Package 1	Cal Valley	5.9	1/1/2022	6/1/2026	Completed
CP 22-001 Bid Package 1	Mark Thomas	0.0	1/1/2022	6/1/2026	Completed
CP 23-067 Bid Package 2 (Task Order 3)	Mark Thomas	1.0	2/1/2024	5/13/2026	Completed
		13.0			

Construction Management (CM) and Inspection

Name	Vendor	Start Date	Anticipated Completion Date	Status	Notes
CP 23-031 Bid Package 2	NV5	4/1/2023	9/1/2026	Project Closeout	
CP 23-033	NV5	4/1/2023	9/1/2026	CM and Inspection	Due to impacts caused by another City Project, active construction on this City Project was delayed and has now been resumed as of October 7, 2025.
CP 23-052	NV5	7/8/2025	12/1/2027	Project Closeout	
CP 23-067 Bid Package 1	CCME	3/1/2025	9/1/2026	Project Closeout	
CP 23-067 Bid Package 2	NV5	4/1/2025	9/1/2026	Project Closeout	
CP 23-067 Bid Package 3	NV5	6/1/2025	9/1/2026	CM and Inspection	
CP 23-068 Bid Package 2	NV5	10/14/2025	12/1/2026	CM and Inspection	
CP 23-068 Bid Package 3	CCME	12/9/2025	12/1/2026	CM and Inspection	
CP 23-069	NV5	9/23/2025	12/1/2026	CM and Inspection	
CP 25-024 Bid Package 1 (N. Olive)	NV5	4/28/2026	8/2/2027	CM and Inspection	
CP 25-025 Bid Package 1	NV5	2/10/2026	6/1/2027	CM and Inspection	

Engineering Project List

Current Project List

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Only projects that have been brought before Council for a prior action (e.g., budget appropriation, professional services agreement) are included.

Name	Project Name	Project Start Date	Anticipated Completion Date	Current Status of Project
20-010	Corporation Yard Security & Lighting Improvements	December 2020	November 2026	04 - Advertising/Bid Phase
24-003	Downtown PCE Remediation (Groundwater)	January 2024	February 2029	02 - In Design
23-042	Phase II Montana Park	May 2023	May 2027	02 - In Design
22-035	Intersection Improvements at Countryside Drive and Business Entrance	September 2023	May 2027	02 - In Design
25-030	Pedestrian Crossing at W Christoffersen Parkway and McKenna Drive	May 2025	February 2027	02 - In Design
24-036	Marty Yerby and Senior Center Renovations	July 2024	July 2026	08 - Project Closeout
24-042	Senior Center Roof & HVAC Replacement	July 2024	July 2026	08 - Project Closeout
23-040	Water Line Replacement for Roads Program 2024	July 2024	July 2026	08 - Project Closeout
23-046	Well 29 Chlorination	December 2023	August 2026	08 - Project Closeout
24-004	WQC Admin Building Reroof	January 2024	July 2026	08 - Project Closeout
14-44	Intersection Improvements at W. Main & S. Tegner	June 2022	August 2026	08 - Project Closeout
14-79	Golden State / Berkeley / Golf Intersection Improvements	January 2014	August 2026	07 - In Construction
23-027	Secondary Clarifier No. 4 Recoating	January 2023	August 2026	08 - Project Closeout
21-043	John Lazar Park	December 2021	November 2026	07 - In Construction
24-020	Fire Station 32 Window Replacement	January 2024	December 2026	05 - Post Bid
25-041	City Utility Trench Repair FY 2025-26	2025-07-01	2026-04-01	08 - Project Closeout
25-064	Senior Center Parking Lot Improvements	November 2025	November 2026	05 - Post Bid
25-058	TRWQCF Primary Flotator Improvements	June 2020	March 2028	02 - In Design
25-048	Security Fence Improvements at the Public Safety Facility	August 2025	December 2026	06 - Pre Construction
25-049	Animal Control Facility Improvements	August 2025	December 2026	06 - Pre Construction
25-057	System Wide AMI and Water Meter Installation	December 2025	December 2026	05 - Post Bid
25-063	Geer Rd Water Valves Replacement	October 2025	July 2026	08 - Project Closeout
25-067	Public Safety Facility Boiler Replacements	December 2025	December 2026	05 - Post Bid
26-026	Water Line Replacement on Lyons Ave	March 2026	August 2026	07 - In Construction

Municipal Services Department

Project List

Name	Project Status	Division Responsible	Current Status of Project	Revised Completion Date (if applicable)	Category
Surface & Groundwater Study	Implementation Phase	Drinking Water	3/17/26: Project is still ongoing with water samples and water quality parameters still being checked on.	6/1/2026	Operations and Maintenance
Cross Connection Control Plan	Working on it	Drinking Water	2/27/26: Action items to be completed by West Yost: Generate flyers for commercial & residential customers on CCCP requirements. Create a survey for residential customers to assess hazards. West Yost to connect with Stanislaus County to review well permit data. Draft a memo to the Building dept. on requirements for CCCP to provide to contractors on guidance for compliance with CCCP.	5/1/2026	Compliance
Offsetting Water project - TID	Planning Phase	Drinking Water	3/12/26: Project ID#5023 project will include improvements necessary to provide offset water at an appropriate discharge point, such as a TID irrigation canal.	12/1/2027	CIP
Utility Line Evaluation and Replacement	Working on it	Sewer	3/17/26: Continue to evaluate water & sewer main lines to stay ahead of Roads Program.		CIP
123-TCP and PCE Remediation	Working on it	Drinking Water	123-TCP Well 36 IS/MSD review by Will. Developmental Services waiting for Municipal services to authorize public review. waiting for for P&P to confirm tentative schedule of project and environmental questions. 123-TCP Well 35 Waiting for parcel assessment of property.	12/1/2026	EH&S
Turlock GSP Dianne Pond - TID	On Hold	Drinking Water	11/25/25 Groundwater recharge will resume in May as TID will start adding water in the 127.5-acre feet of the stormwater basin. The purpose of this project is to replenish water and have it ready and available to distribute into lateral 4. Within 77 days, 1.3 Million Gallons per day were put into Dianne Pond for a total of 100.1 MG. This project has been put on hold by TID and will not be containing any water at Dianne Pond at this time.	12/1/2026	Operations and Maintenance
Constituents of Emerging Concern and Far-Field Dilution Study	Done	Sewer	6/29/2026 Both studies have been completed, and the final reports have been accepted by the Water Board. There were no significant findings in either report. If the Water Board requires additional information, it will be addressed in a separate report as prescribed in future waste discharge permits.		Compliance
SCADA System Upgrade at Wastewater Treatment Facility	Implementation Phase	Sewer	6/29/26 Still ongoing.	12/1/2027	CIP
Flotator Rehabilitation Project	Implementation Phase	Sewer	6/29/26 The project drawings and specifications are currently being finalized and are expected to be completed by July 2026. City staff will be working on bidding for the project and will need to hire a firm for construction management. Most of the project work can only be completed in spring or summer weather, so the goal is to award the project in October, allowing the contractor to begin work in the 2027 calendar year.		CIP
Department Staffing Study	On Hold	Sewer	New job descriptions supported by study are with HR for review and presentation to City Council for approval.		Staffing
123 TCP Well Assessment, Rehabilitation, and Treatment at Well 35	Awaiting Approval	Drinking Water	123-TCP Well 36 IS/MSD review by Will. Developmental Services waiting for Municipal services to authorize public review. waiting for for P&P to confirm tentative schedule of project and environmental questions. 123-TCP Well 35 Waiting for parcel assessment of property.	2/28/2029	EH&S
Wellhead Treatment at Well 36	Working on it	Drinking Water	123-TCP Well 36 IS/MSD review by Will. Developmental Services waiting for Municipal services to authorize public review. waiting for for P&P to confirm tentative schedule of project and environmental questions.	9/1/2026	EH&S
Storm Drain Trash Capture Device – MS4 Compliance	Planning Phase	Storm	Hydraulic Model is still pending. Carollo staff is still working on the Master Plan. Placed selected sites on CIP list. Met with engineering team set a date to review and select a design firm.	10/1/2030	EH&S
Urban Water Managment Plan	Done	Drinking Water	Completed and submitted 6/19/2026	7/1/2026	EH&S
Drinking Water Public Health Goal	Working on it	Drinking Water	Presenting in a public hearing in the December 2025 City Council meeting. Need revision for corrected information	4/17/2026	EH&S
Sidewalk Compliance Program Restart	Implementation Phase	Admin	RFP for concrete contractors and administrative updates are in final stages of review.	7/1/2026	Operations and Maintenance
Water Well #29 Chlorination Project	Working on it	Drinking Water	3/17/26: The week of March 23rd Carollo to being commissioning with installation of sim card & startup. Then configure radio communications, followed by flushing to waste and passing all bacti & process control samples.	6/1/2026	CIP
Water Rate Study	Working on it	Drinking Water	3/5/26: Water model has been revised to reflect changes made. No more monthly meetings to get back on track in June 2026.	12/31/2026	Operations and Maintenance
Risk & Resiliency	Done	Drinking Water	Larry Walker Associates (LWA) is currently working on updating the City's Risk and Resilience Assessment and Emergency Response Plan for Water Systems and to identify and address potential threats or hazards. Data is being evaluated and is at approximately 90% completion. Following the data collection, the reports will be completed by LWA.	5/1/2026	Compliance