City Council Agenda

AUGUST 11, 2020
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC.

THE MEETING WILL BE STREAMED ON THE CITY OF TURLOCK WEBSITE AT WWW.CITYOFTURLOCK.ORG AND BROADCASTED ON SPECTRUM CHANNEL 2.

MEMBERS OF THE PUBLIC MAY ALSO PARTICIPATE IN THE MEETING VIA THE FOLLOWING METHODS:

JOIN BY CLICKING ON THE MEETING LINK: https://us02web.zoom.us/j/84924629186

OR

JOIN BY ACCESSING THE ZOOM WEBSITE: https://zoom.us/join
WEBINAR ID: 849 2462 9186

OR

JOIN BY TELEPHONE: 669-900-6833
WEBINAR ID: 849 2462 9186

Mayor
Amy Bublak

Council Members
Nicole Larson
Andrew Nosrati
Vice Mayor
Gil Esquer
Becky Arellano

City Manager
Toby Wells, P.E.
City Clerk
Jennifer Land
City Attorney
Douglas L. White

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

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

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

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

0. A. CALL TO ORDER

B. SALUTE TO THE FLAG

C. ROLL CALL

D. DECLARATION OF CONFLICTS

1. CLOSED SESSION:

The Closed Session item(s) for this meeting have been agendized and will be heard toward the latter part of the meeting.

2. 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.

3. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS, PRESENTATIONS, AND BRIEFINGS:

A. *Recognition*: Employee of the Month – July 2020, Electronic Instrumentation Technician, Senior Robin Dysart
B. *Proclamation*: National Health Center Week, August 9-15, 2020
C. *Appointment*: City of Turlock and Stanislaus State University Joint Taskforce on Diversity and Inclusion – One (1) Member of City Council

4. PUBLIC PARTICIPATION

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS (3 MINUTES) AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20.

Pursuant to California Government Code Section 54954.3(a), this is the time set aside for members of the public to directly address the City Council on any item of interest to the public that is within the subject matter jurisdiction of the City Council and to address the Council on any item on tonight's agenda, including Consent Calendar items. You will be allowed three (3) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Council addresses the matter.

Pursuant to California Government Code Section 54954.2(a)(3), no action or discussion may be undertaken on any item not appearing on the posted agenda, except that the City Council, or its staff, may briefly respond to comments or questions from members of the public, provide a reference to staff or other resources for factual information, or direct staff to place the issue on a future agenda.

5. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA, EXCEPT BY TITLE: None

6. CONSENT CALENDAR:

Information concerning the consent items listed hereinbelow has been forwarded to each Councilmember prior to this meeting for study. Unless the Mayor, a Councilmember or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Council. The action taken by the Council in approving the consent items is set forth in the explanation of the individual items.

A. *Resolution*: Accepting Weekly Demands of 7/9/20 in the amount of $1,538,081.46; Monthly Demands of 4/30/20 in the amount of $2,357,181.86; Monthly Demands of 5/31/20 in the amount of $1,674,220.76

B. *Motion*: Accepting Minutes of the Special Meeting of June 16, 2020; Minutes of the Special Meeting of July 6, 2020

C. *Motion*: Approving Amendment No. 1 to the Agreement with DF Engineering, of Modesto, California in the amount of $5,940 (Non-General Fund - Fund 215), bringing the contract total to $128,718 for professional engineering and surveying services for City Project No. 16-60 "Linwood Avenue Pedestrian Improvements"

D. *Motion*: Approving the advertisement for construction bids for City Project No. 17-53 "Golden State Rehabilitation 20th Century Boulevard to Main Street"

E. 1. *Resolution*: Approving the submission of a grant application for the WaterSMART Drought Response Program for City Project No. 18-69 "Surface Water Distribution System Improvements" committing to the obligations associated with receipt of a financial assistance grant and cooperative agreement, and authorizing the City Manager to sign all documents related to the WaterSMART grant

2. *Motion*: Approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California in the amount of $32,664 (Non-General Fund - Fund 420), bringing the contract total to $2,711,236 for professional engineering design services for City Project No. 18-69 "Surface Water Distribution System Improvements"

F. *Motion*: Approving the advertisement for construction bids for City Project No. 20-001 "Southeast Quadrant Road Rehabilitation"

G. 1. *Motion:* Awarding a Retainer Agreement with ECORP Consulting, Inc., of Rocklin, CA, for City Project No. 20-017 "RFQ for Retainer Agreement for Environmental Study Services" in an amount not to exceed $150,000 annually

2. *Motion*: Awarding a Retainer Agreement with Rincon Consultants, Inc., of Sacramento, CA, for City Project No. 20-017 "RFQ for Retainer Agreement for Environmental Study Services" in an amount not to exceed $150,000 annually

H. 1. *Motion*: Awarding a Retainer Agreement with Associated Right of Way Services, Inc., of Pleasant Hill, CA, for City Project No. 20-018 "RFQ for Retainer Agreement for Right-of-Way and Property Appraisal Services" in an amount not to exceed $150,000

2. *Motion*: Awarding a retainer agreement with Bender Rosenthal, Inc., of Fresno, CA, for City Project No. 20-018 "RFQ for Retainer Agreement for Right-of-Way and Property Appraisal Services" in an amount not to exceed $150,000

3. *Motion*: Awarding a retainer agreement with Hamner, Jewel and Associates, of Fresno, CA, for City Project No. 20-018 "RFQ for Retainer Agreement for Right-of-Way and Property Appraisal Services" in an amount not to exceed $150,000

I. *Motion*: Approving a Professional Services Agreement between the City of Turlock and West Yost Associates for the preparation of the 2020 Urban Water Management Plan in an amount not to exceed $98,230 from account number 420-52-550.43320 "Special Services/Projects" (Non-General Fund)

J. *Resolution*: Re-appropriating unspent funds to Fiscal Year 2020-21 in the amount of $15,000 (non-general fund) to account number 506-00-000-223.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement" unallocated reserves in Program 223 "Water Enterprise" for the purchase of one (1) 2019 Ford Fusion Energi Plug-In Hybrid Sedan Titanium for the Municipal Services Department from Downtown

Ford Sales of Sacramento, California, and $20,000 to account number 506-00-000-223.37235 "San Joaquin Valley Air Pollution Control District Grant" revenue for grant proceeds

K. *Resolution*: Authorizing the City Manager to work with the City Attorney to update and finalize the Non-Disclosure Agreement for potential new industries

L. *Motion*: Awarding RFQ No. 20-015 and approving an Agreement with Joe Gomes & Sons, Inc. for gasoline and diesel fuel card lock fueling service for city vehicles and equipment, for a period of three (3) years, with an option to extend the Agreement for three (3) additional one-year terms, in an annual amount not to exceed $600,000 and a total amount not to exceed $3,600,000 over the 6-year term of the Agreement, if all renewal periods are exercised

7. FINAL READINGS: None

8. PUBLIC HEARINGS: None

9. ACTION ITEMS:

A. Request to adopt a Resolution of Support for the City of Turlock Police Department (*Wells*)

***Recommended Action*:**
Resolution: Adopting a Resolution of Support for the City of Turlock Police Department

B. Request to approve the California Military Department's request to end the ninety-nine (99) year lease as a result of the lead mitigation in the former indoor shooting range, accepting the facility "as is" and directing the City Manager to facilitate the transfer of the facility back to the City of Turlock AND Accepting the appraisal report (Exhibit A) for the property located at 1040 Flower St. AND Directing staff to proceed with the "Letter of Interest" (Exhibit B) process to evaluate potential development opportunities for the property located at 1040 Flower St. (*Van Guilder*)

***Recommended Action*:**
Resolution: Approving the California Military Department's request to end the ninety-nine (99) year lease as a result of the lead mitigation in the former indoor shooting range, accepting the facility "as is" and directing the City Manager to facilitate the transfer of the facility back to the City of Turlock

Motion: Accepting the appraisal report (Exhibit A) for the property located at 1040 Flower St.

Motion: Directing staff to proceed with the "Letter of Interest" (Exhibit B) process to evaluate potential development opportunities for the property located at 1040 Flower St.

10. 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. Administrative Services
   1. Economic Development Update (*Pitt*)

B. Development Services
   1. Monthly Department Update (*Bray*)

C. Fire Department
   1. COVID-19 Update (*Carlson*)

D. Parks, Recreation and Public Facilities
   1. Columbia Park Update (*Van Guilder*)

11. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Requests for Council items for future consideration will be scheduled in accordance with the City of Turlock Elected and Appointed Officials' Handbook (Resolution No. 2019-094), unless otherwise specified by the Mayor or a majority of the Council.

12. COUNCILMEMBER QUESTIONS, COMMENTS, AND ANNOUNCEMENTS

Councilmembers may ask questions, provide comments, and make brief announcements on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

13. CLOSED SESSION:

A. *Threat to Public Services or Facilities*, Cal. Gov't Code §54957(a)
"*This chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions with the Governor, Attorney General, district attorney, agency counsel, sheriff, or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, a threat to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or a threat to the public's right of access to public services or public facilities.*"
Consultation with: City Manager Toby Wells and City Attorney Douglas L. White

B. *Public Employee Performance Evaluation*, Cal. Gov't Code §54957(b)(1)
"*Subject to paragraph (2), this chapter shall not be construed to prevent the legislative body of a local agency from holding closed sessions during a regular or special meeting to consider the appointment, employment, evaluation of performance, discipline, or dismissal of a public employee or to hear complaints or charges brought against the employee by another person or employee unless the employee requests a public session.*"
Title: City Manager

14. REPORTS FROM CLOSED SESSION

15. ADJOURNMENT

3B

IN HONOR OF
NATIONAL HEALTH CENTER WEEK
August 9-15, 2020

WHEREAS, for over 50 years, Community Health Centers continue to make a significant impact on America's health care system by providing high-quality, affordable, comprehensive primary and preventive health care in our nation's most underserved communities; and

WHEREAS, as the country's largest primary care network, Community Health Centers are the health care home for 30 million Americans in over 14,000 communities across the nation; and

WHEREAS, Community Health Centers are a critical element of the health system, serving both rural and urban communities, and often providing the only accessible and dependable source of primary care in their communities; and

WHEREAS, every day, Community Health Centers develop new approaches to integrating a wide range of services beyond primary care to meet the needs and challenges of their communities; and

WHEREAS, Community Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies by generating $54.6 billion in economic activity in some of the country's most economically deprived communities; and

WHEREAS, Community Health Centers nationally employ more than 236,000 people, including physicians, nurse practitioners, physician assistants, nurses, and other clinical staff who work as part of multi-disciplinary and patient-centered clinical teams designed to treat the whole patient; and

WHEREAS, Community Health Centers are governed by patient-majority boards, ensuring that the patients of each Health Center are engaged in their own health care decisions; and

WHEREAS, The Community Health Center model continues to prove an effective means of overcoming barriers to healthcare access, including geography, income and insurance status - improving health care outcomes and reducing health care system costs; and

WHEREAS, Community Health Centers are on the front lines responding to emerging health care crises, providing access to care for our nation's veterans, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters, such as COVID19 in 2020; and

NOW, THEREFORE, I, AMY BUBLAK, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim August 9-15, 2020 as **"NATIONAL HEALTH CENTER WEEK"** in Turlock and encourage all citizens to take part in this week by visiting their local Health Center and celebrating the important partnership between America's Community Health Centers and the communities they serve.

IN WITNESS WHEREOF, I, AMY BUBLAK,
Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 11th day of August, 2020.

_____

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

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING WEEKLY DEMANDS OF 7/9/20 IN THE AMOUNT OF $1,538,081.46; MONTHLY DEMANDS OF 4/30/20 IN THE AMOUNT OF $2,357,181.86; MONTHLY DEMANDS OF 5/31/20 IN THE AMOUNT OF $1,674,220.76	}	**RESOLUTION NO. 2020-**

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	In the Amount of:
7/9/20	$1,538,081.46
4/30/20	$2,357,181.86
5/31/20	$1,674,220.76

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

City of Turlock

Payment Register

From Payment Date: 7/3/2020 - To Payment Date: 7/9/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
126042	07/06/2020	Open			Utility Management Refund	BARANDICA, ROBERT	$241.50		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	220876-009	MOVE OUT CREDIT	07/06/2020	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$241.50

126043	07/06/2020	Open			Utility Management Refund	JOHNSON, SHARELL	$332.68		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	181951-005	MOVE OUT CREDIT	07/06/2020	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$332.68

126044	07/06/2020	Open			Utility Management Refund	LEWIS, CHARLES	$457.58		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	760072-004	MOVE OUT CREDIT	07/06/2020	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$457.58

126045	07/06/2020	Open			Utility Management Refund	MODESTO MABLE LLC	$67.64		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	000992-001	MOVE OUT CREDIT	07/06/2020	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$67.64

126046	07/06/2020	Open			Utility Management Refund	SHALKOWSKI, SARAH	$259.85		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	237639-006	MOVE OUT CREDIT	07/06/2020	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$259.85

126047	07/06/2020	Open			Utility Management Refund	WONG, VIRGINIA	$219.72		

Account Type	Account Number	Description	Transaction Date	Transaction Type
Single Family Res Metered	791032-006	MOVE OUT CREDIT	07/06/2020	Refund

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$219.72

126048	07/09/2020	Open			Accounts Payable	A-Z BUS SALES INC	$103.55		

Invoice	Date	Description	Amount
02P473541	06/30/2020	TRA15-1038PP	$103.55

Paying Fund	Cash Account	Amount
425 - Transit - Dial-A-Ride	425.11000 (Cash)	$103.55

126049	07/09/2020	Open			Accounts Payable	AGEE CONSTRUCTION CORPORATION	$1,052,756.90		

Invoice	Date	Description	Amount
PP13/CP0828	06/30/2020	0828 AGEE SR99/FULKERTH INTERCHANGE - MAY 2020	$1,052,756.90

6A1

Payment Register

From Payment Date: 7/3/2020 - To Payment Date: 7/9/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account		Amount			
	305 - Capital Facility Fees			305.11000 (Cash)		$1,052,756.90			
126050	07/09/2020	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$830.02		
	Invoice		Date	Description		Amount			
	2327715		06/30/2020	Full Service Maintenance for OCE TDS450 & OCE TCS300 - June 2020		$354.43			
	2333007		06/30/2020	Supplies/Toner for OCE TDS450 & OCE TCS300		$475.59			
	Paying Fund			Cash Account		Amount			
	502 - Engineering			502.11000 (Cash)		$830.02			
126051	07/09/2020	Open			Accounts Payable	ANGI ENERGY SYSTEMS, LLC	$6,277.38		
	Invoice		Date	Description		Amount			
	INV-019433		06/30/2020	CNG Slow Fill Fuel System Fan Assembly		$6,277.38			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$6,277.38			
126052	07/09/2020	Open			Accounts Payable	ASBURY ENVIRONMENTAL SERVICES	$282.25		
	Invoice		Date	Description		Amount			
	I500-00578480		06/30/2020	DOT DRUM SET-UP & DELIVERY		$282.25			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$282.25			
126053	07/09/2020	Open			Accounts Payable	AT&T / CALNET 3	$771.77		
	Invoice		Date	Description		Amount			
	000014898198		06/30/2020	BAN #9391034847 /City-wide system 2096682612957 (05/13-06/12/20)		$771.77			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$275.73			
	255 - CDBG			255.11000 (Cash)		$33.80			
	405 - Building			405.11000 (Cash)		$48.63			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$140.06			
	420 - WATER			420.11000 (Cash)		$140.05			
	501 - Information Technology			501.11000 (Cash)		$36.07			
	502 - Engineering			502.11000 (Cash)		$93.78			
	505 - Fleet			505.11000 (Cash)		$3.65			
126054	07/09/2020	Open			Accounts Payable	AT&T MOBILITY	$3,892.82		
	Invoice		Date	Description		Amount			
	7897X06272020		06/30/2020	WIRELESS CHARGES FOR FIRE IPADS - JUNE 2020		$185.92			
	4412X06272020		06/30/2020	995824412 / Aircards		$2,601.87			
	5728X06272020		06/30/2020	287262975728 / IT & WQC		$398.76			
	5677X06272020		06/30/2020	287262975677 / WQC/Utilities Phones/Data, Eng & Transit Data SIM		$706.27			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$2,657.90			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$780.78			
	420 - WATER			420.11000 (Cash)		$245.58			
	426 - Transit - Fixed Route			426.11000 (Cash)		$1.43			
	501 - Information Technology			501.11000 (Cash)		$163.90			

Payment Register

From Payment Date: 7/3/2020 - To Payment Date: 7/9/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	502 - Engineering			502.11000 (Cash)			$43.23			
126055	07/09/2020	Open			Accounts Payable	BERLA CORPORATION		$2,709.00		
	Invoice		Date	Description			Amount			
	20-J04-0604		07/07/2020	RENEWAL 06/06/20-07/01/21			$2,709.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$2,709.00			
126056	07/09/2020	Open			Accounts Payable	BONANDER TRUCKS		$42.88		
	Invoice		Date	Description			Amount			
	600592		06/30/2020	PK07-4332			$42.88			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$42.88			
126057	07/09/2020	Open			Accounts Payable	BUREAU VERITAS NO AMERICA		$20,852.10		
	Invoice		Date	Description			Amount			
	1103033		06/30/2020	PLAN CHECK SERVICES FOR BP#19-1218 DEF SUB			$186.25			
	1527898		06/30/2020	PLAN CHECK SERVICES FOR BP#19-1274			$776.25			
	1528173		06/30/2020	PLAN CHECK SERVICES FOR BP#19-1512			$911.25			
	1528394		06/30/2020	PLAN CHECK SERVICES FOR BP#19-1501			$15,227.10			
	1103042		06/30/2020	PLAN CHECK SERVICES FOR FAIRBANKS RANCH REV 2 MP4			$878.75			
	1103041		06/30/2020	PLAN CHECK SERVICES FOR FAIRBANKS RANCH REV 2 MP3			$878.75			
	1103040		06/30/2020	PLAN CHECK SERVICES FOR FAIRBANKS RANCH REV 2 MP2			$878.75			
	1103039		06/30/2020	PLAN CHECK SERVICES FOR FAIRBANKS RANCH REV 2 MP1			$1,115.00			
	Paying Fund			Cash Account			Amount			
	405 - Building			405.11000 (Cash)			$20,852.10			
126058	07/09/2020	Open			Accounts Payable	BWD CONSTRUCTION INC		$5,377.84		
	Invoice		Date	Description			Amount			
	PP9/CP18-59		06/30/2020	18-59 Well 8 GAC System Rehabilitation and Site Work - June 2020			$5,377.84			
	Paying Fund			Cash Account			Amount			
	420 - WATER			420.11000 (Cash)			$5,377.84			
126059	07/09/2020	Open			Accounts Payable	CALIFORNIA PARK & RECREATION SOCIETY		$170.00		
	Invoice		Date	Description			Amount			
	121187-8/31/20		07/01/2020	MEMBERSHIP RENEWAL FOR ALLISON VAN GUILDER			$170.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$170.00			
126060	07/09/2020	Open			Accounts Payable	CAROLLO ENGINEERS		$100,758.01		
	Invoice		Date	Description			Amount			
	0188291		06/30/2020	17-22C Engineering Services for NVRRWP - May 2020			$67,507.76			
	0188173		06/30/2020	18-69 Surface Water Dist. Syst. Improvements - May 2020			$33,250.25			
	Paying Fund			Cash Account			Amount			
	416 - Recycled Water Sales			416.11000 (Cash)			$67,507.76			

Payment Register

From Payment Date: 7/3/2020 - To Payment Date: 7/9/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	420 - WATER			420.11000 (Cash)		$33,250.25			
126061	07/09/2020	Open			Accounts Payable	CELLEBRITE USA CORP	$3,700.00		
	Invoice		Date	Description		Amount			
	INVUS219002		07/07/2020	UFED TOUCH ULTIMATE SW RENEWAL 6/22/20-7/1/21		$3,700.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$3,700.00			
126062	07/09/2020	Open			Accounts Payable	CENTRAL VALLEY CONCRETE	$516.19		
	Invoice		Date	Description		Amount			
	138142		06/30/2020	TRENCH REPAIR		$516.19			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$516.19			
126063	07/09/2020	Open			Accounts Payable	CHARTER COMMUNICATIONS	$94.98		
	Invoice		Date	Description		Amount			
	0695883062620		06/30/2020	8203 13 001 0695883 / 901 S Walnut Rd (WQC)		$94.98			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$47.49			
	420 - WATER			420.11000 (Cash)		$47.49			
126064	07/09/2020	Open			Accounts Payable	Confluence Engineering Group LLC	$6,360.00		
	Invoice		Date	Description		Amount			
	24-0620TRLKWQS		06/30/2020	Surface Water/ Groundwater Integration Study		$6,360.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$6,360.00			
126065	07/09/2020	Open			Accounts Payable	CRIMETEK SECURITY, INC.	$3,274.32		
	Invoice		Date	Description		Amount			
	61091		06/30/2020	Unarmed Security Services for Transit Center 6/1/20-6/7/20		$3,274.32			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$3,274.32			
126066	07/09/2020	Open			Accounts Payable	CUMMINS PACIFIC LLC	$3,432.80		
	Invoice		Date	Description		Amount			
	Y9-68568		06/30/2020	TRA15-1062P		$54.04			
	Y9-70224		06/30/2020	TRA19-1065L		$1,598.56			
	Y9-70159		06/30/2020	TRA19-1065L		$1,613.83			
	Y9-70421		06/30/2020	TRA19-1065P		$166.37			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$3,432.80			
126067	07/09/2020	Open			Accounts Payable	CUSTOM LOCKSMITH & ALARM INC	$463.11		
	Invoice		Date	Description		Amount			
	0000034081		07/06/2020	KEYPAD-INSTALL OUTSIDE DROPBOX		$463.11			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$154.37			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$154.37			
	420 - WATER			420.11000 (Cash)		$154.37			

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126068	07/09/2020	Open			Accounts Payable	DELTA WIRELESS & NETWORK	$5,375.00		
	Invoice		Date	Description		Amount			
	180000008-1		06/30/2020	DISPATCH CHANNEL		$5,375.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$5,375.00			
126069	07/09/2020	Open			Accounts Payable	EQUIFAX	$10.00		
	Invoice		Date	Description		Amount			
	5927042		06/30/2020	EQUIFAX-CREDIT CHECK SERVICES		$10.00			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		$10.00			
126070	07/09/2020	Open			Accounts Payable	F & M Bank, c/o	$7,024.15		
	Invoice		Date	Description		Amount			
	2/29/2020		06/30/2020	SRWA Wet Well Construction - retention escrow Final		$7,024.15			
	Paying Fund			Cash Account		Amount			
	950 - SRWA			950.11000 (Cash)		$7,024.15			
126071	07/09/2020	Open			Accounts Payable	FASTENAL COMPANY INC	$238.88		
	Invoice		Date	Description		Amount			
	CATUR164776		06/30/2020	TOOLS FOR TRUCK #541 & #546		$238.88			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$238.88			
126072	07/09/2020	Open			Accounts Payable	GARTON TRACTOR INC	$124.71		
	Invoice		Date	Description		Amount			
	CT70717		06/30/2020	ST99-7003		$124.71			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$124.71			
126073	07/09/2020	Open			Accounts Payable	GILLIG LLC	$764.36		
	Invoice		Date	Description		Amount			
	40708239		06/30/2020	TRA18-1058P		$764.36			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$764.36			
126074	07/09/2020	Open			Accounts Payable	GOMES & SONS INC, JOE M	$19,665.99		
	Invoice		Date	Description		Amount			
	32125		06/30/2020	Fuel for Fire #3		$1,683.42			
	32205		06/30/2020	CUST #24090 - Fuel Expense for 6/1/20 - 6/15/20		$17,982.57			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$9,874.69			
	205 - Sports Facilities			205.11000 (Cash)		$369.76			
	217 - Streets - Gas Tax			217.11000 (Cash)		$1,242.45			
	246 - Landscape Assessment			246.11000 (Cash)		$1,102.86			
	405 - Building			405.11000 (Cash)		$93.27			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$2,169.27			
	420 - WATER			420.11000 (Cash)		$1,592.48			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		$945.58			
	426 - Transit - Fixed Route			426.11000 (Cash)		$1,988.04			
	501 - Information Technology			501.11000 (Cash)		$44.14			
	502 - Engineering			502.11000 (Cash)		$243.45			

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126075	07/09/2020	Open			Accounts Payable	Hinderliter, de Llamas and Associates	$600.00		
	Invoice		Date	Description		Amount			
	SIN001752		06/30/2020	CANNABIS MGMT-MAY 2020		$600.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$600.00			
126076	07/09/2020	Open			Accounts Payable	INTERWEST CONSULTING GROUP INC	$1,533.00		
	Invoice		Date	Description		Amount			
	60662		06/30/2020	PLAN CHECK SERVICES FOR BP#19-0530		$1,533.00			
	Paying Fund			Cash Account		Amount			
	405 - Building			405.11000 (Cash)		$1,533.00			
126077	07/09/2020	Open			Accounts Payable	JOAQUIN ROSE, INC, B & B FLUID POWER	$217.71		
	Invoice		Date	Description		Amount			
	00271332		06/30/2020	ST99-7003		$84.28			
	00271357		06/30/2020	PK97-4041A		$133.43			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$133.43			
	217 - Streets - Gas Tax			217.11000 (Cash)		$84.28			
126078	07/09/2020	Open			Accounts Payable	LEHIGH HANSON INC	$150.19		
	Invoice		Date	Description		Amount			
	2139302		06/30/2020	ASPHALT FOR STREETS		$73.78			
	2138815		06/30/2020	ASPHALT FOR STREETS		$76.41			
	Paying Fund			Cash Account		Amount			
	219 - SB1 Road Maint & Rehab Account			219.11000 (Cash)		$150.19			
126079	07/09/2020	Open			Accounts Payable	LEXISNEXIS RISK SOLUTIONS FL INC	$150.00		
	Invoice		Date	Description		Amount			
	1530196-20200630		06/30/2020	SKIP TRACING PROGRAM - JUN 2020		$150.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$150.00			
126080	07/09/2020	Open			Accounts Payable	MME	$3,467.00		
	Invoice		Date	Description		Amount			
	0149973-IN		06/30/2020	7003 HYDRAULIC LIFT PLATFORM ASSY -		$3,467.00			
	Paying Fund			Cash Account		Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)		$3,467.00			
126081	07/09/2020	Open			Accounts Payable	MUNICIPAL FINANCIAL SERVICES	$900.00		
	Invoice		Date	Description		Amount			
	201902-05		06/30/2020	Water Fund Cash Flow Evaluation - 4/27/20 - 5/11/20		$900.00			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$900.00			
126082	07/09/2020	Open			Accounts Payable	NAPA AUTO PARTS	$507.99		
	Invoice		Date	Description		Amount			
	745492		06/30/2020	TRA19-1065P		$194.11			
	745537		06/30/2020	CL13-850		$129.41			
	745058		06/30/2020	TRA18-1060P		$59.10			
	745101		06/30/2020	ST99-7003		$62.52			
	744950		06/30/2020	CL20-861		($120.67)			

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	744983		06/30/2020	WT04-578			$62.85			
	744821		06/30/2020	CL20-861			$120.67			
	Paying Fund			Cash Account			Amount			
	217 - Streets - Gas Tax			217.11000 (Cash)			$62.52			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$129.41			
	420 - WATER			420.11000 (Cash)			$62.85			
	426 - Transit - Fixed Route			426.11000 (Cash)			$253.21			
126083	07/09/2020	Open			Accounts Payable	NETMOTION WIRELESS INC		$3,882.38		
	Invoice		Date	Description			Amount			
	I0053153		06/30/2020	MOBILITY PREMIUM MAINTENANCE 102 DEVICES 6/27/20-6/26/21			$3,882.38			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$3,882.38			
126084	07/09/2020	Open			Accounts Payable	NEXT LEVEL PARTS INC		$517.34		
	Invoice		Date	Description			Amount			
	8577-330293		06/30/2020	TRA15-1058PP			$7.27			
	8577-330428		06/30/2020	PED15-952			$24.64			
	8577-330589		06/30/2020	TRA19-1065P			$172.04			
	8577-330683		06/30/2020	ST15-7144			$4.82			
	8577-330283		06/30/2020	WT01-613			$67.56			
	8577-330053		06/30/2020	CREDIT MEMO			($23.73)			
	8577-330100		06/30/2020	TRA15-1040PP			$16.96			
	8577-330176		06/30/2020	WT18-528			$6.56			
	8577-330178		06/30/2020	CL13-850			$53.98			
	8577-330177		06/30/2020	CL13-850			$92.08			
	8577-330183		06/30/2020	POL16-1144			$33.87			
	8577-330837		06/30/2020	AD05-0419			$61.29			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$10.14			
	205 - Sports Facilities			205.11000 (Cash)			$24.64			
	217 - Streets - Gas Tax			217.11000 (Cash)			$4.82			
	246 - Landscape Assessment			246.11000 (Cash)			$61.29			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$213.62			
	420 - WATER			420.11000 (Cash)			$6.56			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			$24.23			
	426 - Transit - Fixed Route			426.11000 (Cash)			$172.04			
126085	07/09/2020	Open			Accounts Payable	O'DELL ENGINEERING, INC		$2,580.00		
	Invoice		Date	Description			Amount			
	3691002		06/30/2020	SR01, 18-63 West Avenue South Sewer Extension 4/13/20-5/10/20			$2,580.00			
	Paying Fund			Cash Account			Amount			
	412 - Sewer Construction			412.11000 (Cash)			$2,580.00			
126086	07/09/2020	Open			Accounts Payable	OVERAA & CO INC, C		$133,458.85		
	Invoice		Date	Description			Amount			
	200105		06/30/2020	SRWA - Wet Well Construction Final			$133,458.85			
	Paying Fund			Cash Account			Amount			
	950 - SRWA			950.11000 (Cash)			$133,458.85			

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126087	07/09/2020	Open			Accounts Payable	P G & E	$7.84		
	Invoice		Date	Description		Amount			
	REC 6/25/20		06/30/2020	2749172768-4 / 144 S Broadway		$7.84			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$7.84			
126088	07/09/2020	Open			Accounts Payable	PACE SUPPLY CORPORATION	$1,218.99		
	Invoice		Date	Description		Amount			
	056061440-4		06/30/2020	Pipe and Pipe Fittings		$1,218.99			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1,218.99			
126089	07/09/2020	Open			Accounts Payable	PROTECH SECURITY/ELEC INC	$120.00		
	Invoice		Date	Description		Amount			
	4158		06/30/2020	TRANSIT CENTER - BURGLARY ALARM MONITORING - JULY/AUG/SEP 2020		$120.00			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$120.00			
126090	07/09/2020	Open			Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP	$38,812.45		
	Invoice		Date	Description		Amount			
	76464		06/30/2020	November 1 - 30, 2019		$5,448.24			
	79659		06/30/2020	MAY 1 - MAY 31, 2020		$4,100.40			
	79660		06/30/2020	MAY 1 - 31, 2020		$29,263.81			
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		$38,812.45			
126091	07/09/2020	Open			Accounts Payable	QUAD KNOPF, INC.	$907.90		
	Invoice		Date	Description		Amount			
	104513		06/30/2020	SR01, 20-013 Water & Sewer Mains Extensions- GSB 5/17/20-6/13/20		$907.90			
	Paying Fund			Cash Account		Amount			
	421 - Water Line Construction			421.11000 (Cash)		$907.90			
126092	07/09/2020	Open			Accounts Payable	QuestMark Information Management, Inc.	$4,132.65		
	Invoice		Date	Description		Amount			
	1003042		06/30/2020	Utility Statement June 10 2020 - SE DD28		$1,995.66			
	1003083		06/30/2020	Utility Statement June 17, 2020 - SW Comm DD7		$1,943.56			
	1003078		06/30/2020	Utility Delinquent Statement June 15, 2020 - SW Comm DD7		$107.46			
	1003099		06/30/2020	Utility Delinquent Statement June 22, 2020 - NW DD14		$85.97			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,363.72			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$1,363.73			
	420 - WATER			420.11000 (Cash)		$1,405.20			
126093	07/09/2020	Open			Accounts Payable	Ramsundsen Superior Holdings LLC, dba Superion LLC	$320.00		
	Invoice		Date	Description		Amount			
	208200		06/30/2020	ACTIVE 911 INTERFACE		$320.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$320.00			

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126094	07/09/2020	Open			Accounts Payable	RANDIK PAPER CO	$921.85		

Invoice	Date	Description	Amount
172271	06/30/2020	Janitorial Paper and Cleaning Supplies	$256.69
172771-01	06/30/2020	Janitorial Paper and Cleaning Supplies	$24.85
172598	06/30/2020	Janitorial Paper and Cleaning Supplies	$191.72
172894	06/30/2020	Janitorial Paper and Cleaning Supplies	$202.03
172894-01	06/30/2020	Janitorial Paper and Cleaning Supplies	$14.63
173278	06/30/2020	Janitorial Paper and Cleaning Supplies	$231.93

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$921.85

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
126095	07/09/2020	Open			Accounts Payable	RAY MORGAN COMPANY	$3,286.57		

Invoice	Date	Description	Amount
2992392	06/30/2020	Printer Usage & Maintenance for 05/12/20 - 06/11/20	$3,286.57

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$2,571.86
255 - CDBG	255.11000 (Cash)	$33.13
405 - Building	405.11000 (Cash)	$28.21
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$300.85
420 - WATER	420.11000 (Cash)	$139.60
501 - Information Technology	501.11000 (Cash)	$1.42
502 - Engineering	502.11000 (Cash)	$211.50

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
126096	07/09/2020	Open			Accounts Payable	ROMEO MEDICAL CLINIC	$17,107.00		

Invoice	Date	Description	Amount
18091-3.02.2020	06/29/2020	Comprehensive metabolic panel	$172.00
87201-2.04.2020	06/29/2020	outpatient visit	$308.00
111814-11.15.18	06/29/2020	COT Fire/General Contract 2019	$14,523.00
5167-3.17.2020	06/29/2020	Spirometry	$440.00
106053-3.16.2020	06/29/2020	Comprehensive metabolic panel	$172.00
6161-3.16.2020	06/29/2020	Comprehensive metabolic panel	$172.00
25184-3.06.2020	06/29/2020	Spirometry	$440.00
72862-3.18.2020	06/29/2020	Comprehensive metabolic panel	$440.00
5264-3.17.2020	06/29/2020	Comprehensive metabolic panel	$440.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$17,107.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
126097	07/09/2020	Open			Accounts Payable	RUSH TRUCK CENTERS OF CALIFORNIA, INC.	$1,041.60		

Invoice	Date	Description	Amount
30194334318	06/30/2020	EL99-669	$895.52
3019800605	06/30/2020	WT18-528	$146.08

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$895.52
420 - WATER	420.11000 (Cash)	$146.08

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
126098	07/09/2020	Open			Accounts Payable	Sacramento Bank of Commerce, c/o	$283.04		

Invoice	Date	Description	Amount
RET PP9/CP18-59	06/30/2020	Escrow Agmt for CP 18-59 Well 8 GAC System Rehab - June 2020	$283.04

Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	$283.04

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126099	07/09/2020	Open			Accounts Payable	SAN JOAQUIN VALLEY	$900.00		
	Invoice		Date	Description		Amount			
	N139659		07/07/2020	PSF 20/21 ANNUAL PERMIT TO OPERATE		$900.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$900.00			
126100	07/09/2020	Open			Accounts Payable	SHARPENING SHOP	$1,486.23		
	Invoice		Date	Description		Amount			
	318216		06/30/2020	AD14-4419		$68.00			
	319262		06/30/2020	AD14-4419		$656.59			
	319261		06/30/2020	AD09-0464		$289.03			
	314196		06/30/2020	AD19-4751		$60.31			
	319353		06/30/2020	CL99-833		$412.30			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$289.03			
	246 - Landscape Assessment			246.11000 (Cash)		$784.90			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$412.30			
126101	07/09/2020	Open			Accounts Payable	SOLUTION SIX:8, INC.	$1,529.00		
	Invoice		Date	Description		Amount			
	15547		06/30/2020	CANNABIS BACKGROUND CHECK - JDI FARMS		$1,529.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$1,529.00			
126102	07/09/2020	Open			Accounts Payable	SPRINT	$1,575.60		
	Invoice		Date	Description		Amount			
	637094318-222		06/30/2020	SPRINT (5/8/20 -6/7/20)		$1,575.60			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$633.43			
	120 - Tourism			120.11000 (Cash)		$45.76			
	205 - Sports Facilities			205.11000 (Cash)		$114.54			
	217 - Streets - Gas Tax			217.11000 (Cash)		$287.20			
	246 - Landscape Assessment			246.11000 (Cash)		$47.27			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		($28.00)			
	420 - WATER			420.11000 (Cash)		$395.67			
	505 - Fleet			505.11000 (Cash)		$79.73			
126103	07/09/2020	Open			Accounts Payable	STANISLAUS CO PLANNING	$28,130.32		
	Invoice		Date	Description		Amount			
	1		06/30/2020	MOU with County for Consolidated Plan		$28,130.32			
	Paying Fund			Cash Account		Amount			
	255 - CDBG			255.11000 (Cash)		$8,130.32			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$20,000.00			
126104	07/09/2020	Open			Accounts Payable	STANISLAUS CO SHERIFF'S	$18,390.00		
	Invoice		Date	Description		Amount			
	1920-175		07/07/2020	ACADEMY CLASS 184-20		$18,390.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$18,390.00			
126105	07/09/2020	Open			Accounts Payable	STOMMEL INC DBA LEHR AUTO ELECTRIC	$471.46		
	Invoice		Date	Description		Amount			
	SI47123		06/30/2020	TRA19-1067P		$471.46			

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	Paying Fund			Cash Account			Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)			$471.46			
126106	07/09/2020	Open			Accounts Payable	T I D		$290.78		
	Invoice		Date	Description			Amount			
	6-21-2020		06/30/2020	Acct #300661-103824-0002 temp power for 5/21 - 6/21/2020			$290.78			
	Paying Fund			Cash Account			Amount			
	950 - SRWA			950.11000 (Cash)			$290.78			
126107	07/09/2020	Open			Accounts Payable	TRANSIT CAPITAL SUPPORT		$12,760.00		
	Invoice		Date	Description			Amount			
	20016		06/30/2020	Transit Technical Assistance & Support Services 5/1/20-6/30/20			$12,760.00			
	Paying Fund			Cash Account			Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)			$3,190.00			
	426 - Transit - Fixed Route			426.11000 (Cash)			$9,570.00			
126108	07/09/2020	Open			Accounts Payable	TURF STAR		$389.66		
	Invoice		Date	Description			Amount			
	7118704-00		06/30/2020	PK14-4418			$389.66			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$389.66			
126109	07/09/2020	Open			Accounts Payable	TURLOCK CITY TOW INC		$240.00		
	Invoice		Date	Description			Amount			
	92992		06/30/2020	PD-Evidence Tow 5-28-20			$35.00			
	115329		06/30/2020	PARKS Tow - PK08-4363 5/28/20			$75.00			
	115555		06/30/2020	Assessment Dist. Vehicle Tow AD09-0446 6-4-20			$30.00			
	112302		06/30/2020	Pedretti Park Vehicle Tow PED17-953 6/5/20			$35.00			
	115371		06/30/2020	Towing Service - PD POL19-1336 6-6-20			$30.00			
	113956		06/30/2020	PD Towing Service - POL16-1310 6-14-20			$35.00			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$175.00			
	205 - Sports Facilities			205.11000 (Cash)			$35.00			
	246 - Landscape Assessment			246.11000 (Cash)			$30.00			
126110	07/09/2020	Open			Accounts Payable	VAN DE POL ENTERPRISE INC		$401.99		
	Invoice		Date	Description			Amount			
	CL92494		06/30/2020	FIRE - FUEL 6/1/20 TO 6/15/20			$401.99			
	Paying Fund			Cash Account			Amount			
	110 - General Fund			110.11000 (Cash)			$401.99			
126111	07/09/2020	Open			Accounts Payable	VERDEK LLC		$1,354.52		
	Invoice		Date	Description			Amount			
	84584		07/01/2020	Co-terminus renewal for Commercial Cloud Plan			$1,354.52			
	Paying Fund			Cash Account			Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)			$1,354.52			
126112	07/09/2020	Open			Accounts Payable	VISION SERVICE PLAN CA		$1,522.78		
	Invoice		Date	Description			Amount			
	809779239		07/02/2020	PREMIUMS JULY 2020 - MANAGEMENT			$5.11			
	809676485		07/02/2020	PREMIUMS JULY 2020			$1,451.24			
	809779236		07/02/2020	PREMIUMS JULY 2020 - RETIREE			$5.11			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	809779237		07/02/2020	PREMIUMS JULY 2020 - TAPO		$40.88			
	809779238		07/02/2020	PREMIUMS JULY 2020 - TCEA		$20.44			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$1,522.78			
126113	07/09/2020	Open			Accounts Payable	WESTERN VIEW MOBILE RANCH	$40.00		
	Invoice		Date	Description		Amount			
	HCD FEE		06/30/2020	HCD FEE FOR JULY 2020		$40.00			
	Paying Fund			Cash Account		Amount			
	625 - Successor Agency - LMI			625.11000 (Cash)		$40.00			
126114	07/09/2020	Open			Accounts Payable	ZAM COMMUNICATIONS AND ELECTRIC, INC.	$2,491.98		
	Invoice		Date	Description		Amount			
	1047-Reissued		06/30/2020	Transit Center Fiber		$2,491.98			
	Paying Fund			Cash Account		Amount			
	426 - Transit - Fixed Route			426.11000 (Cash)		$2,491.98			
126115	07/09/2020	Open			Accounts Payable	BICKLE, KATHEE	$10.00		
	Invoice		Date	Description		Amount			
	online licensing		06/30/2020	A/C REFUND		$10.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$10.00			
126116	07/09/2020	Open			Accounts Payable	CHAVEZ, LAUREN	$40.00		
	Invoice		Date	Description		Amount			
	ONLINE LICENSING		06/30/2020	A/C REFUND		$40.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$40.00			
126117	07/09/2020	Open			Accounts Payable	CORNERSTONE COVENANT CHURCH	$300.00		
	Invoice		Date	Description		Amount			
	6/27/20		06/30/2020	FACILITY USE 6/27/20 FOR COMMAND POST		$300.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$300.00			
126118	07/09/2020	Open			Accounts Payable	LANDLORD'S PROPERTY MANAGEMENT, ATTN: JOSIE ABBAS	$1,020.00		
	Invoice		Date	Description		Amount			
	736-738 Park		06/30/2020	SUPPLEMENTED RENTS: T.NAIL-736 PARK ST. & D.WILSON-738 PARK ST.		$1,020.00			
	Paying Fund			Cash Account		Amount			
	256 - Stanislaus Housing Consortium			256.11000 (Cash)		$1,020.00			
126119	07/09/2020	Open			Accounts Payable	MARTINEZ, SHERYL	$115.00		
	Invoice		Date	Description		Amount			
	17436062		06/30/2020	REFUND FOR PLAY PUNCH CARD DUE TO COVID		$115.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$115.00			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
126120	07/09/2020	Open			Accounts Payable	MODESTO MABLE LLC, ROSE VERDE	$439.81		

Invoice	Date	Description	Amount
15201725	07/01/2020	HYDRANT USE PERMIT REFUND	$439.81

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$800.00
420 - WATER	420.11000 (Cash)	($360.19)

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
126121	07/09/2020	Open			Accounts Payable	Ramos, Maria	$600.00		

Invoice	Date	Description	Amount
FY20/21-PROF DEV	07/01/2020	FY 20-21 Professional Development	$600.00

Paying Fund	Cash Account	Amount
255 - CDBG	255.11000 (Cash)	$600.00

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
126122	07/09/2020	Open			Accounts Payable	RUEZGA, SOTERO	$10.00		

Invoice	Date	Description	Amount
ONLINE LICENSING	06/30/2020	A/C REFUND	$10.00

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	$10.00

Type Check Totals:	81 Transactions		$1,538,081.46
AP - Accounts Payable Totals			

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	$1,538,081.46	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	81	$1,538,081.46	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	$1,538,081.46	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	81	$1,538,081.46	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**81**	**$1,538,081.46**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**81**	**$1,538,081.46**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**81**	**$1,538,081.46**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**81**	**$1,538,081.46**	**$0.00**

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From Payment Date: 4/1/2020 - To Payment Date: 4/30/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
3269	04/07/2020	Open			Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	$937,549.33		
	Invoice		Date	Description		Amount			
	4535556		04/07/2020	Annual DS Payment, Contract #11833-550-0 / AR#11833-20-6		$937,549.33			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$937,549.33			
3270	04/02/2020	Open			Accounts Payable	Authorize.Net	$25.00		
	Invoice		Date	Description		Amount			
	APRIL2020		04/02/2020	AUTHNET-APRIL 2020-COMMUNITY PASS		$25.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$25.00			
3271	04/03/2020	Open			Accounts Payable	CA SDU	$1,262.12		
	Invoice		Date	Description		Amount			
	3/31/20PR		04/03/2020	3/31/20PR-CHILD SUPPORT PAYMENT		$1,262.12			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$1,262.12			
3272	04/03/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	$162.50		
	Invoice		Date	Description		Amount			
	3/31/20PR		04/03/2020	3/31/20PR-CHILD SUPPORT PAYMENT		$162.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$162.50			
3273	04/03/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$8,552.01		
	Invoice		Date	Description		Amount			
	3/31/20PR		04/03/2020	3/31/20PR-GOLDEN 1 CU		$8,552.01			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$8,552.01			
3274	04/03/2020	Open			Accounts Payable	ICMA-RC	$97,592.87		
	Invoice		Date	Description		Amount			
	3/31/20PR		04/03/2020	3/31/20PR-ICMA		$97,592.87			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$97,592.87			
3275	04/01/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$40,519.74		
	Invoice		Date	Description		Amount			
	3/31/20PR		04/01/2020	3/31/20PR-STATE TAXES		$40,519.74			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$40,519.74			
3276	04/03/2020	Open			Accounts Payable	T A P O	$4,473.93		
	Invoice		Date	Description		Amount			
	3/31/20PR		04/03/2020	3/31/20PR-TAPO DUES		$4,473.93			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$4,473.93			
3277	04/03/2020	Open			Accounts Payable	T C E A	$3,037.50		
	Invoice		Date	Description		Amount			
	3/31/20PR		04/03/2020	3/31/20PR-TCEA DUES		$3,037.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$3,037.50			
3278	04/03/2020	Open			Accounts Payable	TFRA		$50.00		
	Invoice		Date	Description			Amount			
	3/31/20PR		04/03/2020	3/31/20PR-TFRA DUES			$50.00			
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$50.00			
3279	04/03/2020	Open			Accounts Payable	TMAPS		$225.00		
	Invoice		Date	Description			Amount			
	3/31/20PR		04/03/2020	3/31/20PR-TMAPS DUES			$225.00			
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$225.00			
3280	04/03/2020	Open			Accounts Payable	CalPERS		$251,969.16		
	Invoice		Date	Description			Amount			
	3/31/20PR		04/03/2020	3/31/20PR-CALPERS			$251,969.16			
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$251,969.16			
3281	04/06/2020	Open			Accounts Payable	T A P O		$13,118.65		
	Invoice		Date	Description			Amount			
	3/31/20PR-RHS		04/06/2020	3/31/20PR-TAPO RHS DUES			$13,118.65			
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$13,118.65			
3282	04/03/2020	Open			Accounts Payable	T C E A		$75.00		
	Invoice		Date	Description			Amount			
	3/31/20PR-BENEVO		04/03/2020	3/31/20PR-TCEA BENEVOLENCE DUES			$75.00			
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$75.00			
3283	04/06/2020	Open			Accounts Payable	TFRA		$8,649.15		
	Invoice		Date	Description			Amount			
	3/31/20PR-RHS		04/06/2020	3/31/20PR-TFRA RHS DUES			$8,649.15			
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$8,649.15			
3284	04/01/2020	Open			Accounts Payable	UMR		$56,475.59		
	Invoice		Date	Description			Amount			
	3/24/20-3/30/20		04/01/2020	UMR-CLAIMS FOR 3/24/20-3/30/20			$56,475.59			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$56,475.59			
3285	04/08/2020	Open			Accounts Payable	UMR		$62,032.73		
	Invoice		Date	Description			Amount			
	3/31/20-4/6/20		04/08/2020	UMR-CLAIMS FOR 3/31/20-4/6/20			$62,032.73			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$62,032.73			
3286	04/08/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA		$1,510.77		
	Invoice		Date	Description			Amount			
	BE003877633		04/08/2020	DELTA DENTAL-CLAIMS FOR 3/27/20-4/2/20			$1,510.77			
	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
	511 - Health Care			511.11000 (Cash)		$1,510.77			
3287	04/14/2020	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	$14,712.00		
	Invoice		Date	Description		Amount			
	0011850525		04/14/2020	SALES TAX PURCHASE-OOS AND ONLINE VENDORS-2019 CALENDAR YEAR		$14,712.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$4,294.28			
	203 - Animal Fee Forfeiture			203.11000 (Cash)		$270.49			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$119.90			
	205 - Sports Facilities			205.11000 (Cash)		$37.37			
	206 - Traffic Safety			206.11000 (Cash)		$2.52			
	216 - Streets - Local Transportation			216.11000 (Cash)		$18.92			
	217 - Streets - Gas Tax			217.11000 (Cash)		$189.22			
	240 - Small Equipment Replacement			240.11000 (Cash)		$77.22			
	246 - Landscape Assessment			246.11000 (Cash)		$119.86			
	266 - Police Services Grants			266.11000 (Cash)		$130.52			
	270 - Recreation Grants			270.11000 (Cash)		$740.86			
	305 - Capital Facility Fees			305.11000 (Cash)		$3,984.75			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$2,646.06			
	420 - WATER			420.11000 (Cash)		$1,785.44			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		$13.62			
	426 - Transit - Fixed Route			426.11000 (Cash)		$206.55			
	501 - Information Technology			501.11000 (Cash)		$11.92			
	502 - Engineering			502.11000 (Cash)		$2.35			
	505 - Fleet			505.11000 (Cash)		$60.15			
3288	04/14/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$578.16		
	Invoice		Date	Description		Amount			
	BE003880257		04/14/2020	DELTA DENTAL-CLAIMS FOR 4/3/20-4/9/20		$578.16			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$578.16			
3289	04/15/2020	Open			Accounts Payable	UMR	$18,767.33		
	Invoice		Date	Description		Amount			
	4/7/20-4/13/20		04/15/2020	UMR-CLAIMS FOR 4/7/20-4/13/20		$18,767.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$18,767.33			
3290	04/16/2020	Open			Accounts Payable	EMPLOYMENT DEVELOP DEPT	$7,618.00		
	Invoice		Date	Description		Amount			
	L1559922400		04/16/2020	UNEMPLOYMENT CHARGES FOR 1/1/20-3/31/20		$7,618.00			
	Paying Fund			Cash Account		Amount			
	512 - Casualty Insurance			512.11000 (Cash)		$7,618.00			
3291	04/20/2020	Open			Accounts Payable	CA SDU	$1,257.84		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-CHILD SUPPORT PAYMENT		$1,257.84			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$1,257.84			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3292	04/20/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	$162.50		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-CHILD SUPPORT PAYMENT		$162.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$162.50			
3293	04/20/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$8,552.01		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-GOLDEN 1 CU		$8,552.01			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$8,552.01			
3294	04/20/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$171,465.80		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-FEDERAL TAXES		$171,465.80			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$171,465.80			
3295	04/20/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$49,030.53		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-STATE TAXES		$49,030.53			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$49,030.53			
3296	04/20/2020	Open			Accounts Payable	T A P O	$4,344.56		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-TAPO DUES		$4,344.56			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$4,344.56			
3297	04/20/2020	Open			Accounts Payable	T C E A	$3,017.25		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-TCEA DUES		$3,017.25			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,017.25			
3298	04/20/2020	Open			Accounts Payable	TFRA	$5,091.68		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-TFRA DUES		$5,091.68			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$5,091.68			
3299	04/20/2020	Open			Accounts Payable	TURLOCK CITY FIRE INC	$435.00		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/20/2020	4/15/20PR-FIRE INC DUES		$435.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$435.00			
3300	04/29/2020	Open			Accounts Payable	ICMA-RC	$77,253.32		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/29/2020	4/15/20PR-ICMA		$77,253.32			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$77,253.32			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3301	04/28/2020	Open			Accounts Payable	T A P O	$13,044.39		
	Invoice		Date	Description		Amount			
	4/15/20PR-RHS		04/28/2020	4/15/20PR-TAPO RHS DUES		$13,044.39			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$13,044.39			
3302	04/20/2020	Open			Accounts Payable	T C E A	$74.50		
	Invoice		Date	Description		Amount			
	4/15/20PR-BENEVO		04/20/2020	4/15/20PR-TCEA BENEVOLENCE DUES		$74.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$74.50			
3303	04/28/2020	Open			Accounts Payable	TFRA	$8,649.15		
	Invoice		Date	Description		Amount			
	4/15/20PR-RHS		04/28/2020	4/15/20PR-TFRA RHS DUES		$8,649.15			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$8,649.15			
3304	04/20/2020	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	$143.96		
	Invoice		Date	Description		Amount			
	APRIL2020		04/20/2020	APRIL 2020-TURLOCK HEALTH CLUB		$143.96			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$143.96			
3305	04/20/2020	Open			Accounts Payable	ICMA-RC	$173.94		
	Invoice		Date	Description		Amount			
	3/31/20PR-MERCAD		04/20/2020	3/31/20PR-ICMA-SICK LEAVE CONV-MERCADO, J		$173.94			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$173.94			
3306	04/20/2020	Open			Accounts Payable	ICMA-RC	$664.94		
	Invoice		Date	Description		Amount			
	3/31/20PR-MURPHY		04/20/2020	3/31/20PR-ICMA-SICK LEAVE CONV-MURPHY, S		$664.94			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$664.94			
3307	04/21/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$735.42		
	Invoice		Date	Description		Amount			
	BE003884476		04/21/2020	DELTA DENTAL-CLAIMS FOR 4/10/20-4/16/20		$735.42			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$735.42			
3308	04/22/2020	Open			Accounts Payable	UMR	$101,980.86		
	Invoice		Date	Description		Amount			
	MAY 2020 PREMIUM		04/22/2020	UMR-PREMIUMS FOR MAY 2020		$101,980.86			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$101,980.86			
3309	04/22/2020	Open			Accounts Payable	UMR	$75,990.53		
	Invoice		Date	Description		Amount			
	4/14/20-4/20/20		04/22/2020	UMR-CLAIMS FOR 4/14/20-4/20/20		$75,990.53			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$75,990.53			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3310	04/22/2020	Open			Accounts Payable	UMR	$443.25		
	Invoice		Date	Description		Amount			
	MAY 20-CUSTODIAL		04/22/2020	UMR-CUSTODIAL BANKING AND RETIREE ADMIN FEE-MAY 2020		$443.25			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$443.25			
3311	04/28/2020	Open			Accounts Payable	CalPERS	$243,084.12		
	Invoice		Date	Description		Amount			
	4/15/20PR		04/28/2020	4/15/20PR-CALPERS		$243,084.12			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$243,084.13			
	110 - General Fund			110.11000 (Cash)		($0.01)			
3312	04/03/2020	Open			Accounts Payable	CalPERS	($234.24)		
	Invoice		Date	Description		Amount			
	3/31/20PR-UNDER		04/03/2020	3/31/20PR-CALPERS-MISC PEPRA UNDER-CORR 4/15/20PR		($234.24)			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		($234.24)			
3313	04/28/2020	Open			Accounts Payable	CalPERS	$234.24		
	Invoice		Date	Description		Amount			
	4/15/20PR-OVER		04/28/2020	4/15/20PR-CALPERS-MISC PEPRA-CORR TO 3/31/20PR		$234.24			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$234.24			
3314	04/28/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$776.18		
	Invoice		Date	Description		Amount			
	BE003913723		04/28/2020	DELTA DENTAL-CLAIMS FOR 4/17/20-4/23/20		$776.18			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$776.18			
3315	04/28/2020	Open			Accounts Payable	CalPERS	$452.97		
	Invoice		Date	Description		Amount			
	100000015997766		04/28/2020	2020 REPLACEMENT BENEFIT CONTRIBUTION-JEFFREY LEWIS		$452.97			
	Paying Fund			Cash Account		Amount			
	501 - Information Technology			501.11000 (Cash)		$452.97			
3316	04/29/2020	Open			Accounts Payable	ICMA-RC	$47,712.47		
	Invoice		Date	Description		Amount			
	4/15/20PR-COOKE		04/29/2020	4/15/20PR-ICMA SICK LEAVE CONV-COOKE, M		$47,712.47			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$15,904.17			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$15,904.15			
	420 - WATER			420.11000 (Cash)		$15,904.15			
3317	04/29/2020	Open			Accounts Payable	UMR	$35,017.29		
	Invoice		Date	Description		Amount			
	4/21/20-4/27/20		04/29/2020	UMR-CLAIMS FOR 4/21/20-4/27/20		$35,017.29			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$35,017.29			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3318	04/29/2020	Open			Accounts Payable	CALIFORNIA DEPT OF TAX AND FEE ADMIN	$511.00		
	Invoice		Date	Description		Amount			
	0012201798		04/29/2020	CNG-ALTERNATIVE FUEL TAX-1/1/2020-3/31/2020		$511.00			
	Paying Fund			Cash Account		Amount			
	505 - Fleet			505.11000 (Cash)		$511.00			
3319	04/30/2020	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA	$17,104.78		
	Invoice		Date	Description		Amount			
	MAY2020		04/30/2020	LTD AND LIFE INSURANCE FOR MAY 2020		$17,104.78			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$17,104.78			
3320	04/15/2020	Open			Accounts Payable	UMR	($37,694.00)		
	Invoice		Date	Description		Amount			
	MAR20 RET REFUND		04/15/2020	UMR-MARCH 2020 RETIREE CONTRIBUTION REFUND		($37,694.00)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($37,694.00)			
3321	04/27/2020	Open			Accounts Payable	UMR	($51.92)		
	Invoice		Date	Description		Amount			
	MAR20 OSR REFUND		04/27/2020	UMR-MARCH 2020 OSR REFUND		($51.92)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($51.92)			
3322	04/15/2020	Open			Accounts Payable	UMR	($1,199.00)		
	Invoice		Date	Description		Amount			
	MAR20 COBRA REF		04/15/2020	UMR-MARCH 2020 RETIREE COBRA REFUND-BRAD STOCK		($1,199.00)			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		($1,199.00)			
Type EFT Totals:					54 Transactions		$2,357,181.86		
AP - Accounts Payable Totals									

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	$2,357,181.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Total	54	$2,357,181.86	$0.00	

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	54	$2,357,181.86	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	54	$2,357,181.86	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**54**	**$2,357,181.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**54**	**$2,357,181.86**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**54**	**$2,357,181.86**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**54**	**$2,357,181.86**	**$0.00**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
EFT									
3323	05/07/2020	Open			Accounts Payable	CHURCHWELL WHITE LLC	$40,473.22		
	Invoice		Date	Description		Amount			
	DEC 2019		05/07/2020	Legal Services December 2019 - LESS RETAINER Inv # 36896		$40,473.22			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$18,470.34			
	246 - Landscape Assessment			246.11000 (Cash)		$20,859.38			
	307 - NE Turlock Master Plan			307.11000 (Cash)		$150.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$370.50			
	420 - WATER			420.11000 (Cash)		$584.00			
	426 - Transit - Fixed Route			426.11000 (Cash)		$39.00			
3324	05/07/2020	Open			Accounts Payable	CHURCHWELL WHITE LLC	$49,285.50		
	Invoice		Date	Description		Amount			
	JAN 2020		05/07/2020	Legal Services January 2020 - LESS RETAINER Invoice # 37092		$49,285.50			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$23,735.80			
	246 - Landscape Assessment			246.11000 (Cash)		$23,451.20			
	307 - NE Turlock Master Plan			307.11000 (Cash)		$1,575.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$185.25			
	420 - WATER			420.11000 (Cash)		$338.25			
3325	05/07/2020	Open			Accounts Payable	CHURCHWELL WHITE LLC	$19,904.73		
	Invoice		Date	Description		Amount			
	FEB 2020		05/07/2020	Legal Services February 2020 - LESS RETAINER Invoice # 37388		$19,904.73			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$5,116.45			
	246 - Landscape Assessment			246.11000 (Cash)		$14,688.28			
	307 - NE Turlock Master Plan			307.11000 (Cash)		$100.00			
3326	05/06/2020	Open			Accounts Payable	Global Healthcare Product Solutions LLC	$19,892.37		
	Invoice		Date	Description		Amount			
	GHS0200519		05/06/2020	Single-Use Face Masks and Hand Sanitizer for Transit passengers		$19,892.37			
	Paying Fund			Cash Account		Amount			
	425 - Transit - Dial-A-Ride			425.11000 (Cash)		$3,978.48			
	426 - Transit - Fixed Route			426.11000 (Cash)		$15,913.89			
3327	05/04/2020	Open			Accounts Payable	Authorize.Net	$25.00		
	Invoice		Date	Description		Amount			
	MAY 2020		05/04/2020	AUTHNET-MAY 2020-COMMUNITY PASS		$25.00			
	Paying Fund			Cash Account		Amount			
	110 - General Fund			110.11000 (Cash)		$25.00			
3328	05/05/2020	Open			Accounts Payable	CA SDU	$1,243.97		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-CHILD SUPPORT PAYMENT		$1,243.97			
	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)		$1,243.97			
3329	05/05/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	$162.50		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-CHILD SUPPORT PAYMENT		$162.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$162.50			
3330	05/05/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$7,771.59		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-GOLDEN 1 CU		$7,771.59			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$7,771.59			
3331	05/08/2020	Open			Accounts Payable	ICMA-RC	$71,921.62		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/08/2020	4/30/20PR-ICMA		$71,921.62			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$71,921.62			
3332	05/05/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$149,715.71		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-FEDERAL TAXES		$149,715.71			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$149,715.71			
3333	05/05/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$41,724.92		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-STATE TAXES		$41,724.92			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$41,724.92			
3334	05/08/2020	Open			Accounts Payable	T A P O	$13,063.61		
	Invoice		Date	Description		Amount			
	4/30/20PR-RHS		05/08/2020	4/30/20PR-TAPO RHS DUES		$13,063.61			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$13,063.61			
3335	05/08/2020	Open			Accounts Payable	TFRA	$8,657.88		
	Invoice		Date	Description		Amount			
	4/30/20PR-RHS		05/08/2020	4/30/20PR-TFRA RHS DUES		$8,657.88			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$8,657.88			
3336	05/05/2020	Open			Accounts Payable	TMAPS	$200.00		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-TMAPS DUES		$200.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$200.00			
3337	05/08/2020	Open			Accounts Payable	CalPERS	$250,161.06		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/08/2020	4/30/20PR-CALPERS		$250,161.06			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$250,161.06			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3338	05/05/2020	Open			Accounts Payable	T A P O	$4,424.56		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-TAPO DUES		$4,424.56			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$4,424.56			
3339	05/05/2020	Open			Accounts Payable	T C E A	$3,017.25		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-TCEA DUES		$3,017.25			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,017.25			
3340	05/05/2020	Open			Accounts Payable	TFRA	$50.00		
	Invoice		Date	Description		Amount			
	4/30/20PR		05/05/2020	4/30/20PR-TFRA DUES		$50.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$50.00			
3341	05/05/2020	Open			Accounts Payable	T C E A	$74.50		
	Invoice		Date	Description		Amount			
	4/30/20PR-BENEVO		05/05/2020	4/30/20PR-TCEA BENEVOLENCE DUES		$74.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$74.50			
3342	05/05/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$1,015.13		
	Invoice		Date	Description		Amount			
	BE003919369		05/05/2020	CLAIMS FOR 4/24/20-4/30/20		$1,015.13			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$1,015.13			
3343	05/06/2020	Open			Accounts Payable	UMR	$53,742.33		
	Invoice		Date	Description		Amount			
	4/28/20-5/4/20		05/06/2020	CLAIMS FOR 4/28/20-5/4/20		$53,742.33			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$53,742.33			
3344	05/08/2020	Open			Accounts Payable	ICMA-RC	$3,848.00		
	Invoice		Date	Description		Amount			
	4/30/20PR-ROTH		05/08/2020	4/30/20PR-ICMA-ROTH IRA		$3,848.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$3,848.00			
3345	05/08/2020	Open			Accounts Payable	ICMA-RC	$79.38		
	Invoice		Date	Description		Amount			
	4/30/20PR-ROMERO		05/08/2020	4/30/20PR=ICMA SICK LEAVE CONV-ROMERO, F		$79.38			
	Paying Fund			Cash Account		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$39.69			
	420 - WATER			420.11000 (Cash)		$39.69			
3346	05/12/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$24.89		
	Invoice		Date	Description		Amount			
	BE003922758		05/12/2020	CLAIMS FOR 5/1/20-5/7/20		$24.89			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$24.89			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3347	05/13/2020	Open			Accounts Payable	UMR	$92,578.89		
	Invoice		Date	Description		Amount			
	5/5/20-5/11/20		05/13/2020	CLAIMS FOR 5/5/20-5/11/20		$92,578.89			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$92,578.89			
3348	05/19/2020	Open			Accounts Payable	CAPITOL ADMINISTRATORS	$3,747.82		
	Invoice		Date	Description		Amount			
	24048-24063		05/19/2020	CLAIMS ENDING 5/14/2020		$3,747.82			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$3,747.82			
3349	05/19/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA	$531.95		
	Invoice		Date	Description		Amount			
	BE003926971		05/19/2020	CLAIMS FOR 5/5/20-5/14/20		$531.95			
	Paying Fund			Cash Account		Amount			
	511 - Health Care			511.11000 (Cash)		$531.95			
3350	05/20/2020	Open			Accounts Payable	CA SDU	$1,967.34		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-CHILD SUPPORT PAYMENT		$1,967.34			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$1,967.34			
3351	05/20/2020	Open			Accounts Payable	CA STATE DISBURSEMENT UNI	$162.50		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-CHILD SUPPORT PAYMENT		$162.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$162.50			
3352	05/20/2020	Open			Accounts Payable	GOLDEN ONE CREDIT UNION	$7,771.59		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-GOLDEN 1 CU		$7,771.59			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$7,771.59			
3353	05/21/2020	Open			Accounts Payable	ICMA-RC	$76,560.40		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/21/2020	5/15/20PR-ICMA		$76,560.40			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$76,560.40			
3354	05/20/2020	Open			Accounts Payable	INTERNAL REVENUE SERVICE	$154,354.16		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-FEDERAL TAXES		$154,354.16			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$154,354.16			
3355	05/20/2020	Open			Accounts Payable	STATE OF CALIFORNIA - PR TAXES	$44,481.61		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-STATE TAXES		$44,481.61			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$44,481.61			

City of Turlock

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3356	05/20/2020	Open			Accounts Payable	T A P O	$4,393.93		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-TAPO DUES		$4,393.93			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$4,393.93			
3357	05/20/2020	Open			Accounts Payable	T C E A	$73.50		
	Invoice		Date	Description		Amount			
	5/15/20PR-BENEVO		05/20/2020	5/15/20PR-TCEA BENEVOLENCE DUES		$73.50			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$73.50			
3358	05/21/2020	Open			Accounts Payable	TFRA	$8,657.88		
	Invoice		Date	Description		Amount			
	5/15/20PR-RHS		05/21/2020	5/15/20PR-TFRA RHS DUES		$8,657.88			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$8,657.88			
3359	05/20/2020	Open			Accounts Payable	TURLOCK CITY FIRE INC	$435.00		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-FIRE INC DUES		$435.00			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$435.00			
3360	05/20/2020	Open			Accounts Payable	TURLOCK HEALTH & FITNESS CENTER, INC, DBA BRENDA ATHLETIC	$92.97		
	Invoice		Date	Description		Amount			
	MAY 2020		05/20/2020	MAY 2020-TURLOCK HEALTH CLUB		$92.97			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$92.97			
3361	05/21/2020	Open			Accounts Payable	CalPERS	$267,634.67		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/21/2020	5/15/20PR-CALPERS		$267,634.67			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$267,634.66			
	110 - General Fund			110.11000 (Cash)		$0.01			
3362	05/21/2020	Open			Accounts Payable	T A P O	$13,148.15		
	Invoice		Date	Description		Amount			
	5/15/20PR-RHS		05/21/2020	5/15/20PR-TAPO RHS DUES		$13,148.15			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$13,148.15			
3363	05/20/2020	Open			Accounts Payable	T C E A	$2,976.75		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-TCEA DUES		$2,976.75			
	Paying Fund			Cash Account		Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)		$2,976.75			
3364	05/20/2020	Open			Accounts Payable	TFRA	$5,091.68		
	Invoice		Date	Description		Amount			
	5/15/20PR		05/20/2020	5/15/20PR-TFRA DUES		$5,091.68			
	Paying Fund			Cash Account		Amount			

City of Turlock

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name		Transaction Amount	Reconciled Amount	Difference
	104 - Payroll Clearing Fund			104.11000 (Cash)			$5,091.68			
3365	05/20/2020	Open			Accounts Payable	UMR		$99,662.73		
	Invoice		Date	Description			Amount			
	5/12/20-5/18/20		05/20/2020	CLAIMS FOR 5/12/20-5/18/20			$99,662.73			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$99,662.73			
3366	05/21/2020	Open			Accounts Payable	UMR		$443.25		
	Invoice		Date	Description			Amount			
	JUN20-CUSTODIAL		05/21/2020	UMR-CUSTODIAL BANKING AND RETIREE ADMIN FEE-JUNE 2020			$443.25			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$443.25			
3367	05/26/2020	Open			Accounts Payable	UNUM LIFE INSURANCE COMPANY OF AMERICA		$17,302.74		
	Invoice		Date	Description			Amount			
	JUNE2020		05/26/2020	LTD AND LIFE INSURANCE FOR JUNE 2020			$17,302.74			
	Paying Fund			Cash Account			Amount			
	104 - Payroll Clearing Fund			104.11000 (Cash)			$17,302.74			
3368	05/21/2020	Open			Accounts Payable	UMR		$99,067.02		
	Invoice		Date	Description			Amount			
	JUNE 2020 PREM		05/21/2020	UMR-PREMIUMS FOR JUNE 2020			$99,067.02			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$99,067.02			
3369	05/27/2020	Open			Accounts Payable	DELTA DENTAL OF CALIFORNIA		$747.74		
	Invoice		Date	Description			Amount			
	BE003956088		05/27/2020	DELTA DENTAL-CLAIMS FOR 5/15/20-5/21/20			$747.74			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$747.74			
3370	05/28/2020	Open			Accounts Payable	UMR		$60,232.05		
	Invoice		Date	Description			Amount			
	5/19/20-5/26/20		05/28/2020	UMR-CLAIMS FOR 5/19/20-5/26/20			$60,232.05			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			$60,232.05			
3371	05/15/2020	Open			Accounts Payable	UMR		($27,105.00)		
	Invoice		Date	Description			Amount			
	APR20 RET REFUND		05/15/2020	UMR-APRIL 2020 RETIREE CONTRIBUTION REFUND			($27,105.00)			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			($27,105.00)			
3372	05/26/2020	Open			Accounts Payable	UMR		($71.28)		
	Invoice		Date	Description			Amount			
	APR20 OSR REFUND		05/26/2020	UMR-APRIL 2020 OSR REFUND			($71.28)			
	Paying Fund			Cash Account			Amount			
	511 - Health Care			511.11000 (Cash)			($71.28)			

City of Turlock

Payment Register

From Payment Date: 5/1/2020 - To Payment Date: 5/31/2020

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
3373	05/15/2020	Open			Accounts Payable	UMR	($1,199.00)		

Invoice	Date	Description	Amount
APR20 COBRA REF	05/15/2020	UMR-APRIL 2020 RETIREE COBRA REFUND-BRAD STOCK	($1,199.00)

Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	($1,199.00)

Type EFT Totals:
AP - Accounts Payable Totals

51 Transactions $1,674,220.76

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	$1,674,220.76	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Total	51	$1,674,220.76	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	51	$1,674,220.76	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	51	$1,674,220.76	$0.00

Grand Totals:

EFTs	Status	Count	Transaction Amount	Reconciled Amount
	Open	**51**	**$1,674,220.76**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Total	**51**	**$1,674,220.76**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**51**	**$1,674,220.76**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**51**	**$1,674,220.76**	**$0.00**

6B1

JUNE 16, 2020
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting
Turlock City Council

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0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 5:00 p.m.

B. SALUTE TO THE FLAG

C. ROLL CALL:

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Becky Arellano (*via teleconference*), Nicole Larson, Andrew Nosrati, Gil Esquer, and Mayor Amy Bublak.
ABSENT: None

D. DECLARATION OF CONFLICTS:

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
No	No	No	No	No

1. 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.

Action: Motion by Councilmember Larson, seconded by Councilmember Nosrati, Approving the agenda as posted. Motion carried 5/0 by the following vote:

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

Mayor Bublak announced that Councilmember Arellano is participating via teleconference and advised that the Council meeting is being streamed on the City's website, YouTube, and Spectrum Channel 2.

2. PUBLIC PARTICIPATION:

Mayor Bublak announced that public participation would be heard in the discussion of the item.

3. WORKSHOP

A. The City Council will review, discuss, and provide direction regarding implementation of the Community Priorities Advisory Committee (CPAC) Report.

City Manager Toby Wells introduced this item, provided an overview of the CPAC process and considerations, and invited CPAC Chair Jeffrey Lewis to present and discuss the report of the committee.

CPAC Chair Jeffrey Lewis provided an overview of the CPAC process and presented various details of the completed report submitted by the CPAC, including economic challenges facing the City, City employee health care and pension plans, resources and future stability of the Police Department, and a sales tax measure increase. CPAC Chair Lewis also provided information regarding highly recommended strategies, including the creation of a citizens advisory committee in coordination with the Police Department and changes to employee pension and healthcare benefits.

Council, staff, and CPAC members discussed this item, including public agency pension plans, sales tax measure proposal, impacts of COVID, CPAC committee member representation, and the growing demand, recruitment, staffing, and strategic planning/structure of the Fire and Police Departments.

*City Clerk Jennifer Land announced that members of the public will be given the opportunity to address Council concerning any item that has been described in the notice for this meeting. For those who are interested in addressing the Council, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public will be allotted three (3) minutes for comments and will be taken in the order of which requests are received. When it is a member's turn to speak, they will hear an automated prompt indicating their line has been unmuted – and that is when the three (3) minutes will begin.

Lastly, we request members who choose to address the Council to please state their first and last name in the event any follow up is needed; however, this is not mandatory.

Mayor Bublak opened public participation.

The following members of the public spoke:

Scott Weimer
Cheramie Johnson
Member of the public
Michael Camara
Paul Arai

Mayor Bublak closed public participation.

Council and staff further discussed this item, including the CPAC report implementation matrix, identifying measurements for the various items within the matrix to determine prioritization, feasibility, and cost analysis (one time and ongoing), commitment to a transparent public process, collective bargaining considerations, strategic planning, proposed sales tax measure and City budget considerations (financial stability) associated with implementation measures, COVID-19 impacts, and a timeframe for implementation of various CPAC report recommendations.

Council directed staff to research easily implementable items from the CPAC report recommendations for discussion at the July 14 Council meeting.

DRAFT

4. ADJOURNMENT:

Motion by Councilmember Esquer, seconded by Councilmember Nosrati, to adjourn the special meeting at 6:21 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Allison Martin, Deputy City Clerk
Jennifer Land, City Clerk

6B2

JULY 6, 2020
5:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting
Turlock City Council

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0. A. CALL TO ORDER – Mayor Bublak called the meeting to order at 5:01 p.m.

B. SALUTE TO THE FLAG

Mayor Bublak announced that members of staff are participating in the meeting via the Zoom system and advised that the Council meeting is being streamed on the City's website, YouTube, and Spectrum Channel 2.

Mayor Bublak also announced that members of the public will be given the opportunity to address the Council during public participation concerning any item that has been described in the notice for this meeting and noted the City Clerk will provide additional details once we near the public participation section of the meeting.

C. ROLL CALL:

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

PRESENT: Councilmembers Becky Arellano (*via teleconference*), Nicole Larson, Andrew Nosrati, Gil Esquer, and Mayor Amy Bublak.
ABSENT: None

D. DECLARATION OF CONFLICTS: None

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
No	No	No	No	No

1. 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.

Action: Motion by Councilmember Nosrati, seconded by Councilmember Esquer, Approving the agenda as posted. Motion carried 5/0 by the following vote:

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	Yes

*City Clerk Jennifer Land announced that members of the public will be given the opportunity to address Council concerning any item that has been described in the notice for this meeting. For those who are interested in addressing the Council, please press the "raise hand" feature on your screen or press *9 from your telephone keypad once the Mayor opens public comment and before she closes public comment.*

Members of the public will be allotted three (3) minutes for comments and will be taken in the order of which requests are received. When it is a member's turn to speak, they will hear an automated prompt indicating their line has been unmuted – and that is when the three (3) minutes will begin.

Lastly, we request members who choose to address the Council to please state their first and last name in the event any follow up is needed; however, this is not mandatory.

2. PUBLIC PARTICIPATION:

The following members of the public spoke:

Milt Trieweiler

3. ACTION ITEMS:

A. City Manager Toby Wells presented the staff report on the request to declare a general municipal election to be held on Tuesday, November 3, 2020, for the submission of a ballot measure to the City of Turlock qualified voters to approve a local three-quarter (¾) cent transactions and use (sales) tax for general City revenue purposes; and request the Board of Supervisors of the County of Stanislaus to consolidate the Election with the statewide general election and permit the County Registrar of Voters to render election services AND Amend the Turlock Municipal Code Title 3, Adding Chapter 3-11, "City of Turlock, 911 Safety/Emergency Medical Response, Community Services Measure", by imposing an ongoing three-quarter (¾) cent transactions and use (sales) tax for general City revenue purposes, to remain in effect until the voters amend or repeal it, to be collected and administered by the California Department of Tax and Fee Administration, subject to voter approval

Council and staff discussed this item, including adopted budgets, community outreach survey, Community Priorities Advisory Committee (CPAC) formation, Sales Tax Committee recommendations, the ½ cent versus the ¾ cent tax to promote proactive service and staffing needs, outreach and education costs to date, and service reduction levels.

Mayor Bublak opened public participation.

The following members of the public spoke:

Milt Trieweiler

Mayor Bublak closed public participation.

Council and staff further discussed this item, including the cost of placing a sales tax measure on the ballot, potential savings due to pursuing CPAC recommendations, recovery of frozen positions, compromising the sales tax measure amount, consideration of sales tax rates and special user rates in surrounding areas, public support for a ½ cent versus a full cent, public safety staffing, general or utility tax versus special tax, fiscal responsibility, department restructuring, shovel-ready projects to complete after adoption, City sustainability, communicating plans to spend additional revenue, Measure L revenues for roads, transit, signals and streetlights, investing in the community, unsustainable revenue, Council's commitment to not deficit spend, and the increased cost to conduct elections.

Action: ***Resolution No. 2020-092***: Declaring a general municipal election to be held on Tuesday, November 3, 2020, for the submission of a ballot measure to the City of Turlock qualified voters to approve a local three-quarter (¾) cent

transactions and use (sales) tax for general City revenue purposes; and requesting the Board of Supervisors of the County of Stanislaus to consolidate the Election with the statewide general election and permit the County Registrar of Voters to render election services as introduced by Councilmember Larson, seconded by Councilmember Esquer, and carried 4/1 by the following vote:

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	No

Ordinance No. 1281-CS: Motion by Councilmember Nosrati, seconded by Councilmember Esquer, Adopting an Ordinance Amending the Turlock Municipal Code Title 3, Adding Chapter 3-11, "City of Turlock, 911 Safety/Emergency Medical Response, Community Services Measure", by imposing an ongoing three-quarter (¾) cent transactions and use (sales) tax for general City revenue purposes, to remain in effect until the voters amend or repeal it, to be collected and administered by the California Department of Tax and Fee Administration, subject to voter approval. Motion carried 4/1 by the following vote:

Councilmember Arellano	Councilmember Larson	Councilmember Nosrati	Councilmember Esquer	Mayor Bublak
Yes	Yes	Yes	Yes	No

4. ADJOURNMENT:

Motion by Councilmember Nosrati with no second, to adjourn the special meeting at 5:58 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Allison Martin, Deputy City Clerk
Jennifer Land, City Clerk

6C

City Council Staff Report
August 11, 2020

From: Nathan Bray, P.E.
Interim Development Services Director/City Engineer

Prepared by: Randall Jones, Assistant Engineer

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Agreement with DF Engineering, of Modesto, California in the amount of $5,940 (Non-General Fund - Fund 215), bringing the contract total to $128,718 for professional engineering and surveying services for City Project No. 16-60 "Linwood Avenue Pedestrian Improvements"

2. SYNOPSIS:

This action will approve Amendment No. 1 for professional engineering and surveying services for City Project No. 16-60 "Linwood Avenue Pedestrian Improvements."

3. DISCUSSION OF ISSUE:

In 2015, City staff applied for an Active Transportation Program Cycle 2 to widen Linwood Avenue in front of Cunningham Elementary School. The project will install curb, gutter, sidewalk, Class II bicycle facilities, an electronic warning crossing system with high-visibility crosswalks, and a non-infrastructure component that includes bicycle encouragement.

Due to limited engineering resources, staff advertised a request for proposals (RFP) to perform engineering and surveying services. City staff advertised the RFP on February 6, 2019 through the Turlock Journal and City's website. On March 1, 2019, one (1) proposal was received for City Project No. 16-60 "Linwood Avenue ATP Improvements." DF Engineering, Inc. of Modesto, California, was the selected consultant with a responsive proposal of $122,778.

The project will install curb, gutter, sidewalk, driveway approaches, widen road to create a dedicated continuous left turn lane, new striping including high-visibility crosswalk, and a pedestrian activated flashing beacon crossing. Right of way was required to be obtained from nine (9) different property owners. During design and

right-of-way acquisition, one parcel was sold. The new owner installed new improvements such as landscape, fencing, and stamped concrete driveways. These new improvements were determined to conflict with the original design. Staff directed the consultant to proceed with the additional design work in order to meet certain grant-funding timelines associated with the project. This amendment is for the work involved with this design change.

4. BASIS FOR RECOMMENDATION:

A. Pursuant to the Turlock Municipal Code, City Council approval of the agreement is required prior to execution of the contract with the consultant.

B. The agreement for professional engineering and surveying services must be amended to support the project plan change requested by the City.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The City has received $100,000 for preliminary engineering design and $220,000 in right of way funding from an Active Transportation Program grant. The City has expensed $68,229.14 of the $320,000 in available funds. The remaining funding is available in account number 215-40-420.51210 "Federal Street Projects" to cover this amendment and the remaining costs of the consultants and City staff.

No General Fund money will be used for this project.

Budget Amendment: None

6. CITY MANAGER'S COMMENTS:

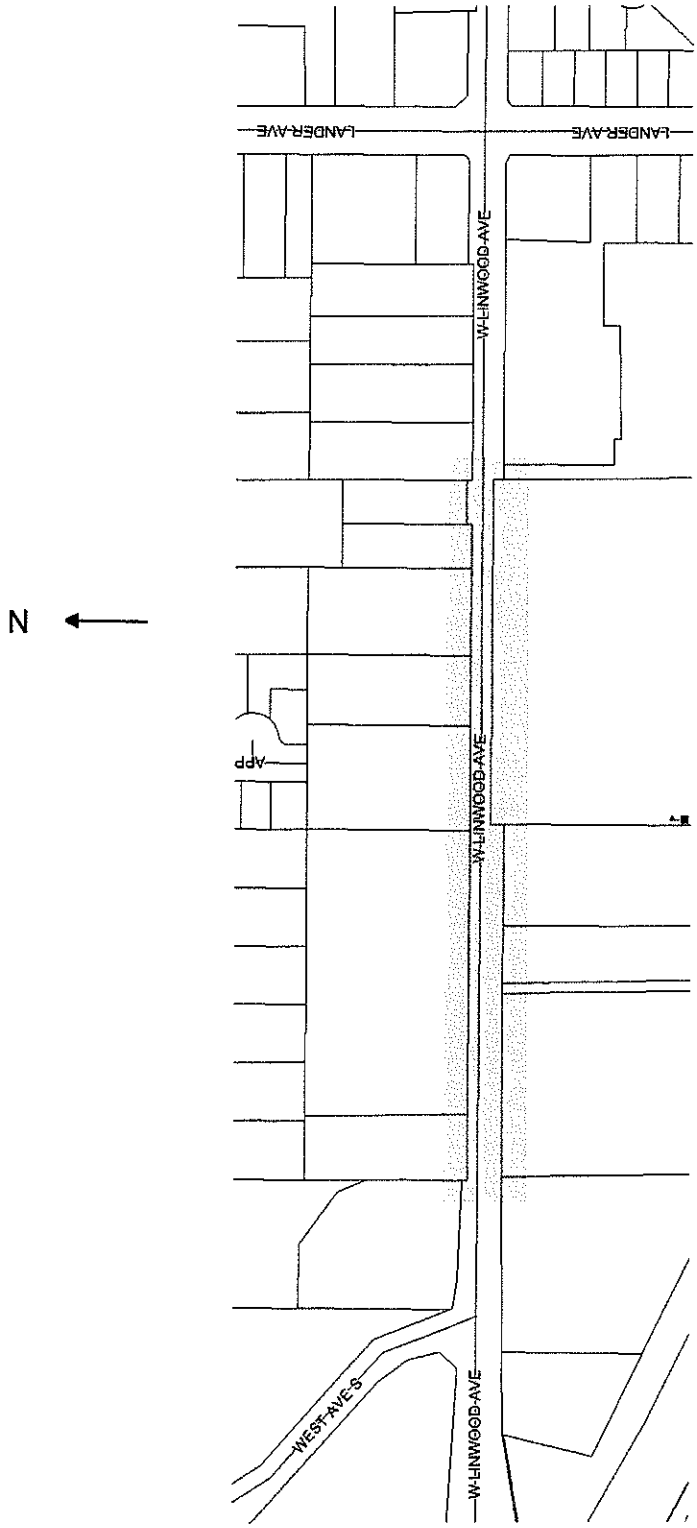
Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

The amendment of this professional services agreement is not a "project" as defined by the California Environmental Quality Act (CEQA) and are therefore exempt from CEQA as provided in the CEQA Guidelines.

8. ALTERNATIVES:

A. Council could choose to deny Amendment No. 1. Staff does not recommend this alternative because professional engineering and surveying services are needed to support construction of the project and these costs will be offset by reducing the construction contract costs.



Project Location
Linwood Avenue between West Ave South and Lander Ave.

AMENDMENT NO. 1
to the
Agreement between the
CITY OF TURLOCK
and
DF ENGINEERING, INC.

THIS AMENDMENT NO. 1, dated August 11, 2020, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **DF ENGINEERING, INC.**, a private corporation (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an Agreement dated April 23, 2019, whereby CONSULTANT will perform professional engineering and surveying services (hereinafter the "Agreement").

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

1. Paragraph 1 of the Agreement is amended to read as follows:

   "1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services, and shall perform such services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A.

   In addition to the Scope of Work attached as Exhibit A to the Agreement, CONTRACTOR shall furnish all labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services attached as Exhibit A to the Agreement and the added scope of services attached to this Amendment No. 1 as Exhibit B, which are necessary and required to provide the additional professional engineering and surveying support needed to complete the project, and shall perform such services in accordance with the specifications attached to this Amendment No. 1 as Exhibit B."

2. Paragraph 4 of the Agreement is amended to read as follows:

   "4. **COMPENSATION:** CITY agrees to pay CONSULTANT additional compensation in the amount of Five Thousand Nine Hundred

Forty and No/100ths Dollars ($5,940) in accordance with Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed One Hundred Twenty-Eight Thousand Seven Hundred Eighteen and No/100ths Dollars ($128,718). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement and this Amendment No. 1."

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

By: _____
Toby Wells, P.E., City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development Services Director/ City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

DF ENGINEERING, INC.

By: _____

Title: _____

Print name: _____

Date: _____

6D

City Council Staff Report
August 11, 2020

From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Adam Hutchings, P.E., Associate Civil Engineer

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Approving the advertisement for construction bids for City Project No. 17-53 "Golden State Rehabilitation 20th Century Boulevard to Main Street"

2. SYNOPSIS:

This action will approve the advertisement for construction bids for City Project No. 17-53, "Golden State Rehabilitation 20th Century Boulevard to Main Street."

3. DISCUSSION OF ISSUE:

This project is one of the projects City Council authorized as part of the 60/20/20 funding allocation of road funds in October 2019. The 60/20/20 funding allocation refers to the utilizing 60% of the available funds on residential streets, 20% on collector and 20% on arterial. The classifications are identified by the StreetSaver, the California Road Systems and the City's General Plan.

Construction drawings and specifications are ready to be bid for construction proposals of City Project No. 17-53, "Golden State Rehabilitation 20th Century Boulevard to Main Street." The project will rehabilitate aged pavement on Golden State Boulevard between 20th Century Boulevard and Main Street, including construction of accessible pedestrian ramps within the footprint of the road work, replacement of damaged sidewalk, curb and gutter, and placement of new traffic striping.

Staff requests City Council authorization to advertise City Project No. 17-53, "Golden State Rehabilitation 20th Century Boulevard to Main Street" for construction bids.

4. BASIS FOR RECOMMENDATION:

A. Per Resolution 2009-247, the City Council must authorize the advertisement of projects estimated to be over one million dollars.

5. FISCAL IMPACT / BUDGET AMENDMENT:

***NOTE** - No General Fund money will be used for this project.

This project will be funded from a combination of federal funds and gas tax funds.

The total estimated construction costs are displayed below:

Design Engineering – *DF Engineering*	$ 128,700
Estimated Contractor Bid Cost	$ 900,000
Construction Contingency	$ 90,000
City Engineering – *Construction Management, Engineering Services During Construction*	$ 90,000
Construction Surveying	$ 20,000
Materials Testing	$ 20,000
Estimated Construction Costs Total	$ 1,248,700

The estimated construction costs listed above will be revised to reflect actual contract costs with the future staff report requesting approval of the award of bid of the construction contract. Costs associated with construction surveying and materials testing services will likewise be updated in the future staff report after services have been secured through the City's on-call retainer agreements with professional consultants.

Account Number 215-40-420.51210 "Federal Street Projects" shall be used to pay for construction costs. Adequate funds are available for this project in the adopted budget.

This project is funded in part from the Surface Transportation Block Grant Program, a federal-aid program for the purpose to preserve and improve the conditions and performance on public roads.

Project funding is anticipated to be as follows:

Federal aid (STBGP)	$ 929,033
Gas Tax – Section 2103	$ 319,667
TOTAL PROJECT COST	$ 1,248,700

No General Fund money will be used for this project.

6. CITY MANAGER'S COMMENTS:

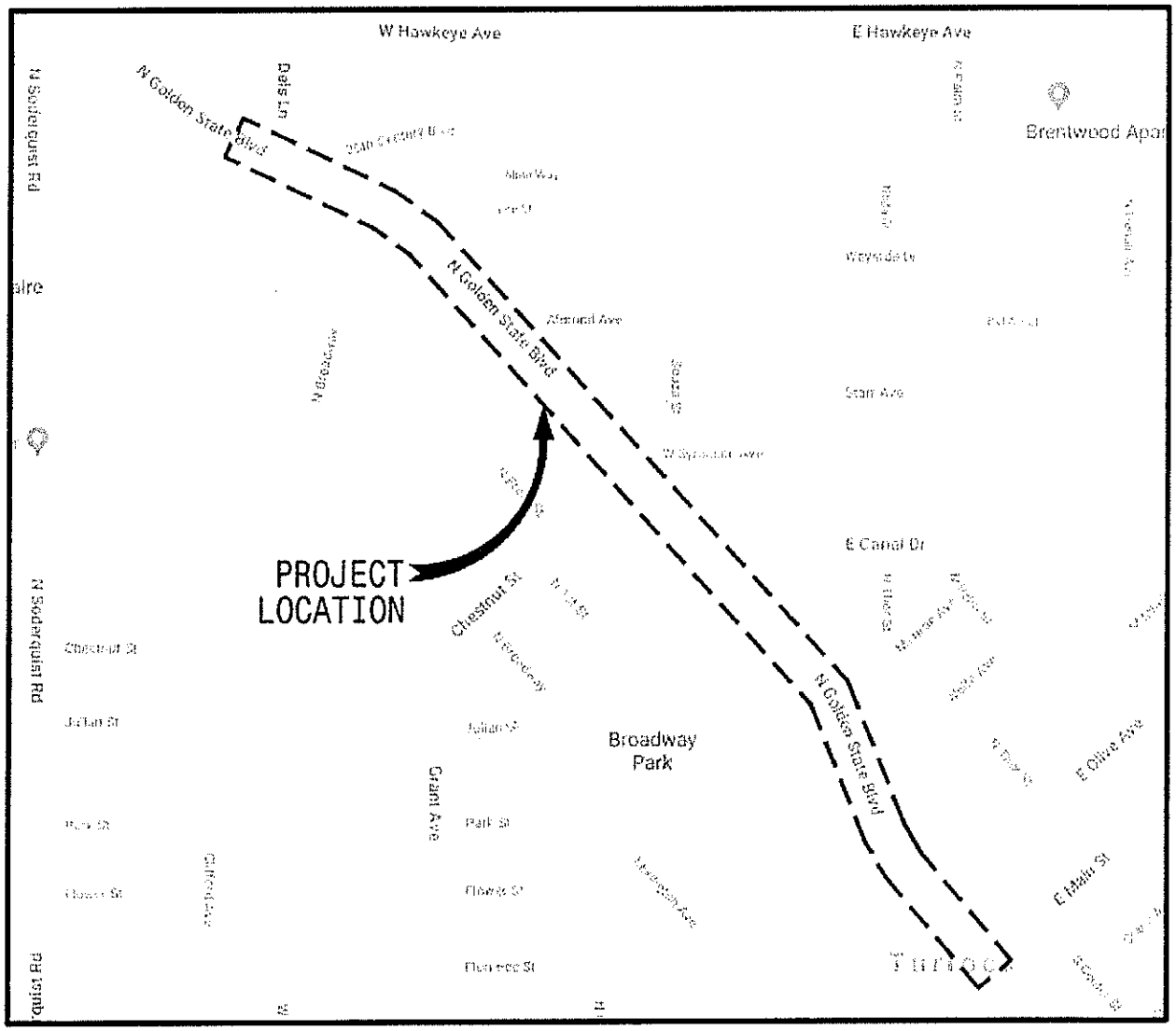
Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project includes resurfacing of existing roadways and construction of pedestrian access ramps in developed areas and does not include an expansion of land use, therefore the project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

8. ALTERNATIVES:

A. Council could deny City staff to advertise the project. Staff does not recommend this alternative because the project is needed and funding is available.



VICINITY MAP

6E

City Council Staff Report
August 11, 2020

From: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer

Prepared by: Stephen Fremming, P.E., Principal Civil Engineer

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the submission of a grant application for the WaterSMART Drought Response Program for City Project No. 18-69 "Surface Water Distribution System Improvements," committing to the obligations associated with receipt of a financial assistance grant and cooperative agreement, and authorizing the City Manager to sign all documents related to the WaterSMART grant

Motion: Approving Amendment No. 2 with Carollo Engineers of Walnut Creek, California in the amount of $32,664 (Non-General Fund - Fund 420), bringing the contract total to $2,711,236 for professional engineering design services for City Project No. 18-69 "Surface Water Distribution System Improvements"

2. SYNOPSIS:

These actions will approve the submission of a financial assistance grant application and approve an amendment to the existing agreement between the City and Carollo Engineers for preparation of a grant application for City Project No. 18-69, "Surface Water Distribution System Improvements."

3. DISCUSSION OF ISSUE:

As members of the Stanislaus Regional Water Authority (SRWA), the City of Turlock and the City of Ceres have been working with the Turlock Irrigation District to develop a Regional Surface Water Supply Project (RSWSP) which, when completed, will produce raw water for TID and treated water for use by the cities. In June 2020, both the City of Turlock and the SRWA Board voted to move forward with the RSWSP which will include design and construction of treatment and conveyance facilities providing 15 million gallons of treated drinking water per day (10 mgd for Turlock, 5 mgd for Ceres).

The City's water distribution system must be prepared prior to the completion of the RSWSP to distribute the new water supply into the City's existing system. On December 13, 2018, the City Council approved an agreement with Carollo Engineers to provide preliminary design services for City Project No. 18-69, "Surface Water Distribution System Improvements." On June 23, 2020, Council approved Amendment No. 1 with Carollo Engineers to provide final design services for the project. Final design services include engineering plans and specifications for reservoir storage totaling 2.5 million gallons, a pump station building, an overflow retention basin, approximately 9,000 lineal feet of pipelines ranging from 24" to 42" in diameter, three (3) pressure reducing valves, related mechanical, electrical, instrumentation and controls, and site improvements including fencing, paving, drainage facilities, and landscaping.

Staff recently became aware of a grant funding opportunity available through the WaterSMART Drought Response Program for Fiscal Year 2021 funding. The funding opportunity includes a total program budget of $2.9 million dollars. If awarded, the maximum amount the City would be eligible to receive is $1.5 million dollars, though the actual amount awarded may be less than the maximum allowable amount, as the grants are awarded on a competitive basis as compared to applications submitted by other agencies, and total program funding is capped at $2.9 million dollars. Awarded grant funds would be used to offset the local water funds (Fund 420) which are to be used to fund this project. The grant application involves a considerable amount of paperwork and supporting technical documents that City staff is unable to undertake at this time. Additional scope is proposed to be added to the agreement with Carollo Engineers as part of Amendment No. 2 to add preparation of grant application documents in the amount of $32,664.

Amendment History:

	Date	Scope	Amount
Original Agreement	December 11, 2018	Preliminary design	$ 479,086
Amendment No. 1	June 23, 2020	Final design	$ 2,199,486
Amendment No. 2	August 11, 2020	WaterSMART grant application	$ 32,664
		Total	**$ 2,711,236**

4. BASIS FOR RECOMMENDATION:

A. Applying for the WaterSMART grant provides an opportunity for the project to receive funding which would offset a portion of the local water funds (Fund 420) that are to be used to fund the project.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Fund Monies will be used for this project.

There are adequate funds in the project account number 420-52-551.51356 "Northeast Water Storage Tank-2 Mil Gal" for the additional Amendment No. 2 cost of $32,664. All grant funds received will help offset the local water funds (Fund 420) required thereby reducing the cost to the utility rate payers.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

The SRWA surface water project includes a complete environmental assessment, including a Final Environmental Impact Report not only for the RSWSP, but also for the City's local distribution facilities. No environmental determination is needed to approve an amendment for design work.

8. ALTERNATIVES:

A. Council could choose to not approve the resolution to submit a grant application for the WaterSMART Drought Response Program. Staff does not recommend this alternative as the grant funds, if received, could offset the City's local water funds (Fund 420) to be used to fund the project.

B. Council could choose to deny Amendment No. 2 to the agreement with Carollo Engineers. Staff does not recommend this alternative because the work is necessary to receive and distribute surface water to the City's existing potable water distribution system.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR THE WATERSMART DROUGHT RESPONSE PROGRAM FOR CITY PROJECT NO. 18-69 "SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS" COMMITTING TO THE OBLIGATIONS ASSOCIATED WITH RECEIPT OF A FINANCIAL ASSISTANCE GRANT AND COOPERATIVE AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS RELATED TO THE WATER SMARTGRANT	**RESOLUTION NO. 2020-**

WHEREAS, by separate action on August 11, 2020, the City Council is requested to approve Amendment No. 2 with Carollo Engineers of Walnut Creek, California to prepare a grant application for WaterSMART Drought Response Program for Fiscal Year 2021 for City Project No. 18-69, "Surface Water Distribution System Improvements;" and

WHEREAS, the Funding Opportunity Announcement requires that the City adopt an official resolution verifying:

- The identity of the official with legal authority to enter into an agreement
- The official has reviewed and supports the application submitted
- The capability of the applicant to provide the amount of funding and/or in- kind contributions specified in the funding plan
- That the applicant will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the submission of a grant application for the WaterSMART Drought Response Program for City Project No. 18-69 "Surface Water Distribution System Improvements," committing to the obligations associated with receipt of a financial assistance grant and cooperative agreement, and authorize the City Manager to sign all documents related to the WaterSMART grant.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2020, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Jennifer Land, City Clerk
City of Turlock, County of
Stanislaus, State of California

AMENDMENT NO. 2
to the
Agreement between the
CITY OF TURLOCK
and
CAROLLO ENGINEERS, INC.
For
SURFACE WATER DISTRIBUTION SYSTEM IMPROVEMENTS
CITY PROJECT NO. 18-69
CONTRACT NO. 2019-37

THIS AMENDMENT NO. 2, dated August 11, 2020, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **CAROLLO ENGINEERS, INC.**, A Delaware corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are hereinafter referred to collectively as the "Parties."

WHEREAS, the parties hereto previously entered into an Agreement dated December 11, 2018, whereby CONSULTANT will perform design services (hereinafter the "Agreement"); and

WHEREAS, on June 23, 2020, the parties entered into Amendment No. 1 to the Agreement dated December 11, 2018 whereby CONSULTANT was to perform additional work in accordance with Exhibit C to Amendment No. 1.

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

1. Paragraph 1 is amended as follows.

"1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to complete the original scope of services attached as Exhibit A and B to the Agreement.

In addition to the Scope of Work attached as Exhibit A and B to the Agreement, CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1, and the added scope of services attached to this Amendment No. 2 as Exhibit D, which are necessary and required to provide grant application services, and shall

perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, and this Amendment No. 2."

2. The first paragraph of Paragraph 4 is amended as follows.

4. COMPENSATION: CITY agrees to pay CONSULTANT additional compensation in the amount of Thirty Two Thousand Six Hundred Sixty Four and No/100^{ths} Dollars ($32,664.00) in accordance with Exhibit D attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, and this Amendment No. 2 shall not exceed Two Million Seven Hundred Eleven Thousand Two Hundred Thirty Six and No/100^{ths} Dollars ($2,711,236.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No. 1, and this Amendment No. 2. CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

By: _____
Toby Wells, P.E., City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development Services Director/ City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

CAROLLO ENGINEERS, INC., A Delaware corporation

By: _____

Title: _____

Print name: _____

Date: _____

carollo
Engineers...Working Wonders With Water®

EXHIBIT D

2795 Mitchell Drive, Walnut Creek, California 94598
P. 925.932.1710 F. 925.930.0208

June 22, 2020

Stephen Fremming, P.E.
Principal Civil Engineer
City of Turlock
156 S. Broadway Ste 150
Turlock, CA 95380

Subject: 2020 Reclamation Drought Response Program: Drought Resiliency Projects for FY 2021 Grant Application

Dear Mr. Fremming:

We are pleased to provide a scope and budget for preparation of Turlock's Reclamation WaterSMART, Drought Response Program: Drought Resiliency Projects for FY 2021 Grant application. This effort will require that the City of Turlock (City) submit portions of the grant, provide the required project documentation, and be able to review documents and answer questions in a timely fashion. The grant application is due August 5, 2020 and due to the short time frame it is critical that we coordinate closely.

The following provides the scope of work for this effort:

Task 1.0 - Review Materials

Consultant team will review existing reports, previous grant packages submitted by Stanislaus Regional Water Authority (SRWA), request data from City as needed to prepare grant application, and review requirements of the Reclamation Grant.

Task 2.0 - Prepare Grant Application

Consultant team shall utilize project information provided by the City to develop the WaterSMART Drought Resiliency Projects Grant Application (FOA BOR-DO-20-F002). Consultant shall immediately begin development of USBR grant application due on August 5, 2020. The Reclamation grant application package shall include:

- Cover Page.
- Title Page.
- Table of Contents.
- Technical Proposal.
  - Executive Summary.
  - Project Location.
  - Technical Project Description.
  - Performance Measures.

WATER
OUR FOCUS
OUR BUSINESS
OUR PASSION

  - Discussion of Evaluation Criteria including: Project Benefits, Drought Planning and Preparedness, Severity of Actual or Potential Drought Impacts to be addressed by the Project, Project Implementation, Nexus to Reclamation and Department of Interior Priorities.
- Project Budget including Funding Plan, Budget Proposals and Budget Narrative.
- Environmental and Cultural Resources Compliance.
- Required Permits or Approvals.
- Letters of Support.
- Official Resolution.
- Mandatory Federal Forms SF-424, SF424A, SF-424B, SF-424C, SF 424D and SF-LLL.

Assumptions:

1. City to register for Grants.gov (registration may take 7 to 21 days), System for Award Management (prior to grant submittal) and for the Automated Standard Application for Payments System.
2. City shall coordinate and obtain appropriate Official Resolution as delineated in the funding announcement.
3. City to secure signatures on Federal Forms, Letters of Support, etc.
4. City shall provide all available project documentation (technical, environmental, financial, and permitting), project costs, etc.
5. City to lead development of Project Budget section.
6. City to submit Grant Package.

Deliverables:

1. Reclamation Drought Resiliency Projects Grant application (PDF).

Task 3.0 - Project Management

- The purpose of this task is to manage work under this Agreement including performing quality assurance and quality control for all work performed and deliverables prepared by Consultant.
- Progress Meetings and Reporting:
  - Consultant will participate in a Project kickoff call.
  - Consultant will participate in weekly progress phone calls.
  - Invoicing - Invoice will be provided after submittal of Grant and will include a summary of work performed.

Deliverables:

1. One progress report and invoice.

Budget

The estimated costs for this effort are shown in Exhibit A that is attached. This effort will be billed based on time and materials.

If you have any questions or comments concerning this proposal, please feel free to contact me.

Sincerely,

CAROLLO ENGINEERS, INC.

Darren Baune, PE

DB:dlt

EXHIBIT A
City of Turlock
Reclamation's Drought Contingency Application

June 22, 2020

		Carollo Labor								Other Direct Costs (ODC)					Total Cost
											Mileage				
Task	Task Description	PIC	Project Manager	Grant/Project Prof.	Assistant Prof.	Grant Admin /WP/ Graphics	Total Hours	Labor Cost	PECE	Printing	Trips	Amount	Flights	Total ODC Cost	
		$295	$266	$250	$188	$125									
1.0	**Review Materials**	**0**	**4**	**8**	**0**	**0**	12	**$3,064**	**$156**	**$0**	**0**	**$0**	**$0**	**$156**	**$3,220**
1.1	Report/Data Collection/Review/Project Packaging	0	4	8	0	0	12	$3,064	$156	$0	0	$0	$0	$156	$3,220
2.0	**Prepare Grant Package**	**2**	**12**	**80**	**0**	**16**	**110**	**$25,782**	**$1,430**	**$0**	**0**	**$0**	**$0**	**$1,430**	**$27,212**
2.1	Draft Package	2	8	70	0	12	92	$21,718	$1,196	$0	0	$0	$0	$1,196	$22,914
2.2	Final Package	0	4	10	0	4	18	$4,064	$234	$0	0	$0	$0	$234	$4,298
3.0	**Project Management**	**0**	**8**	**0**	**0**	**0**	8	**$2,128**	**$104**	**$0**	**0**	**$0**	**$0**	**$104**	**$2,232**
3.1	Progress Meetings/Calls	0	8	0	0	0	8	$2,128	$104	$0	0	$0	$0	$104	$2,232
	Project Total =	**2**	**24**	**88**	**0**	**16**	**130**	**$30,974**	**$1,690**	**$0**	**0**	**$0**	**$0**	**$1,690**	**$32,664**

Legend:

PIC	Principal-in-Charge
PM	Project Manager
	Assistant Professional Engineer/ GIS & Mapping
WP	Word Processor
PECE	Project Equipment Communication Expense

ODC Unit Costs:	
PECE ($/hr):	$13.00
Mileage ($/mi):	$0.545

6F

City Council Staff Report
August 11, 2020

From: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer

Prepared by: Stephen Fremming, P.E., Principal Civil Engineer

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Approving the advertisement for construction bids for City Project No. 20-001 "Southeast Quadrant Road Rehabilitation"

2. SYNOPSIS:

This action will approve the advertisement for construction bids for City Project No. 20-001 "Southeast Quadrant Road Rehabilitation."

3. DISCUSSION OF ISSUE:

This project is one of the projects City Council authorized as part of the 60/20/20 funding allocation of road funds in October 2019. The 60/20/20 funding allocation refers to the utilizing 60% of the available funds on residential streets, 20% on collector and 20% on arterial. The classifications are identified by the StreetSaver, the California Road Systems and the City's General Plan.

Construction drawings and specifications are ready to be bid for construction proposals of City Project No. 20-001 "Southeast Quadrant Road Rehabilitation." The project will rehabilitate aged pavement on select roads within the southeast quadrant of the City, including construction of accessible pedestrian ramps within the footprint of the road work, and placement of new traffic striping. The road segments to receive rehabilitation treatments include:

- Pioneer Avenue
- Oak Street from Cooper Avenue to Marshall Street
- Cahill Avenue from Rose Street to Oak Street
- Bell Street from Marshall Street to East Avenue
- Colorado Avenue from Marshall Street to East Avenue
- Sycamore Street from Minaret to Bell Street
- Merritt Street from Minaret Avenue to Bell Street

- Possible additional segments depending on required treatment and available funding

Staff requests City Council authorization to advertise City Project No. 20-001 "Southeast Quadrant Road Rehabilitation" for construction bids.

4. BASIS FOR RECOMMENDATION:

A. Per Resolution 2009-247, the City Council must authorize the advertisement of projects estimated over one million dollars.

5. FISCAL IMPACT / BUDGET AMENDMENT:

***NOTE** - No General Fund money will be used for this project.

This project is to be solely funded by Measure L dollars.

The total estimated construction costs are displayed below:

Design Engineering – *O'Dell Engineering*	$ 108,100
Estimated Contractor Bid Cost	$ 952,000
Construction Contingency	$ 95,200
City Engineering - *Construction Management, Engineering Services During Construction*	$ 95,200
Construction Surveying	$ 20,000
Materials Testing	$ 20,000
Estimated Construction Costs Total	$ 1,290,500

The estimated construction costs listed above will be revised to reflect actual contract costs with the future staff report requesting approval of the award of bid of the construction contract. Costs associated with construction surveying and materials testing services will likewise be updated in the future staff report after services have been secured through the city's on-call retainer agreements with professional consultants.

Account Number 218-40-461.51270 "Construction Project" shall be used to pay for construction costs. Adequate funds are available for this project in the adopted budget.

6. CITY MANAGER'S COMMENTS:

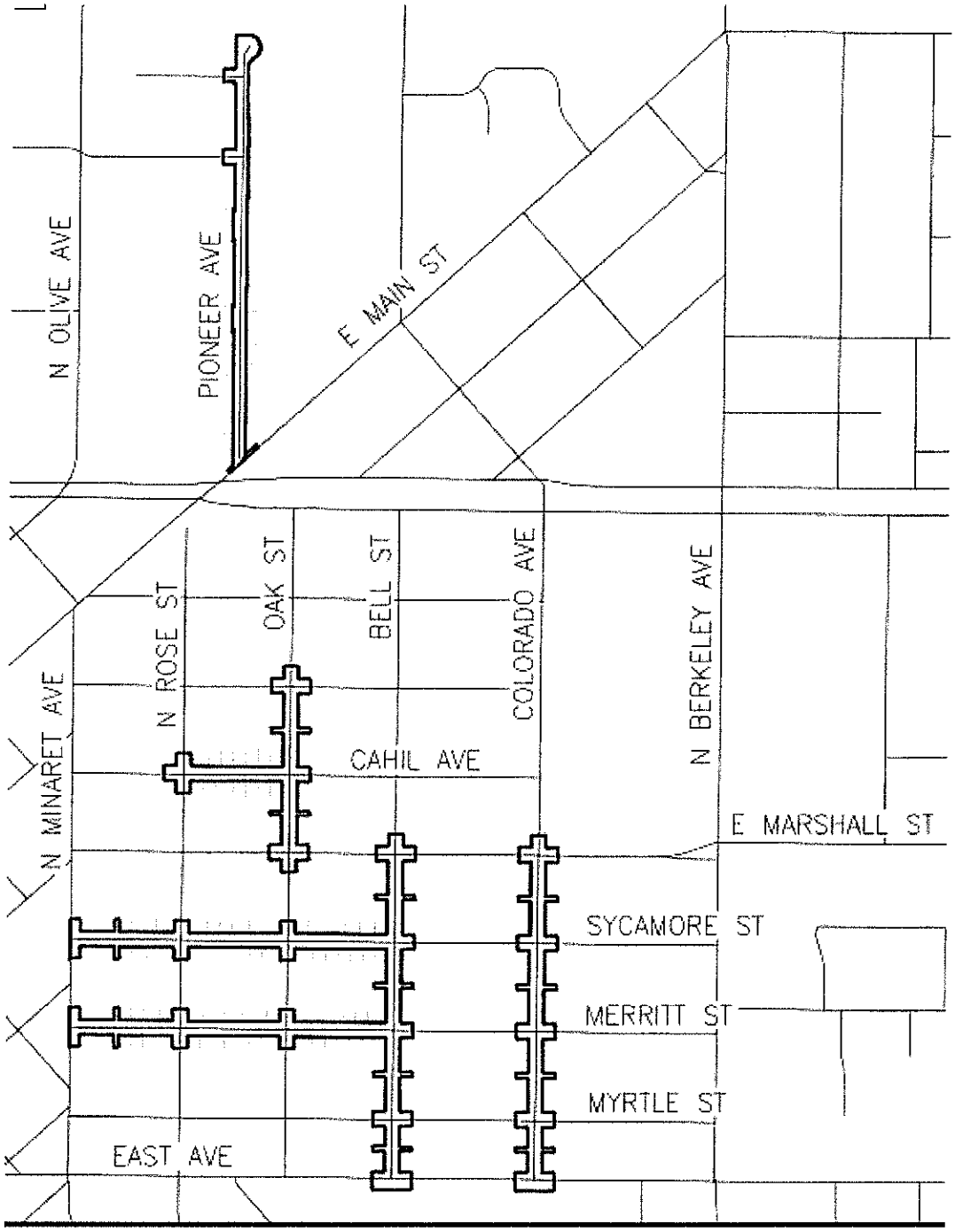
Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

This project includes resurfacing of existing roadways and construction of pedestrian access ramps in developed areas and does not include an expansion of land use, therefore the project is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15302 (Replacement or Reconstruction) of the CEQA Guidelines.

8. ALTERNATIVES:

A. Council could deny City staff to advertise the project. Staff does not recommend this alternative because the project is needed and funding is available.



Project Location
Various segments in the southeast quadrant

6G

City Council Staff Report
August 11, 2020

From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Adam Hutchings, P.E., Assistant Engineer

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Awarding a Retainer Agreement with ECORP Consulting, Inc., of Rocklin, CA, for City Project No. 20-017 "RFQ for Retainer Agreement for Environmental Study Services" in an amount not to exceed $150,000 annually

Motion: Awarding a Retainer Agreement with Rincon Consultants, Inc., of Sacramento, CA, for City Project No. 20-017 "RFQ for Retainer Agreement for Environmental Study Services" in an amount not to exceed $150,000 annually

2. SYNOPSIS:

This action will award a multi-year retainer agreement to two (2) consultants for environmental study services.

3. DISCUSSION OF ISSUE:

On occasion, the City of Turlock has the need to outsource portions of environmental study tasks due to the specialized nature of the requested services and the time frames necessary to achieve environmental compliance on federally funded projects. Retainer agreements provide the ability for staff to promptly seek these services without having to go through the formal advertising and proposal review process for each project. Whenever services are required, a service request is issued on a project-by-project basis, with funding provided through the associated specific project.

On June 17, 2020, City staff received eleven (11) proposals in response to the advertised Request for Qualifications (RFQ). The proposals from ECORP Consulting Inc. and Rincon Consultants Inc. met all of the minimum RFQ requirements, excelled in their ability to communicate how they could meet the

needs of the City in providing such services, and are being recommended by staff for execution of retainer agreements.

Staff is recommending the selection of two (2) firms, rather than a single firm, for several reasons, including:

1. Staff seeks to minimize the potential negative impact to project progress during busy construction periods, as a single firm may experience high workloads that affect their ability to respond promptly, and
2. Staff seeks to maintain a competitive value for services between the two firms who will be aware of their competitor's retainer agreement with the City as well.

Staff is recommending a multi-year retainer agreement expiring June 30, 2022 with an annual maximum compensation amount not to exceed $150,000 for each selected consultant, paid on a per-project basis with the funds associated with that project. The agreement includes an optional extension of agreement clause, wherein City may elect to extend the agreement for one (1) additional two (2) year term upon approval by the City Manager.

4. BASIS FOR RECOMMENDATION:

A) Pursuant to the Turlock Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with a consultant.

B) Staff will be able to call on a consultant for environmental study services without having to go through a separate, competitive advertising period for each project, saving time and money.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed $150,000 annually over the term of the agreement expiring June 30, 2022. The exact cost is dependent on project needs and is unknown at this time. Funds for environmental study services will be paid for with funds associated with the various projects requiring these services. While the agreement is written to include the $150,000 annual maximum compensation amount, City staff anticipates actual charges to be much less than the annual maximum compensation limit. Since July 1, 2016, the City has paid consultants approximately $114,000 for environmental studies under retainer agreements. The compensation to be made to consultants will vary from the past based on actual needs for the services.
No General Funds will be used for this action.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15378 of the CEQA Guidelines this action does not meet the definition of a project subject to CEQA.

8. ALTERNATIVES:

A. Council could reject the award of both consultant agreements. Staff does not recommend this alternative due to the fact that environmental study services are necessary for many projects that the City has an interest in and having multiple retainer agreements provides increased competition and accountability for each of the selected firms.

B. Council could reject the award of one consultant agreement, while approving an agreement with the other consultant. Staff does not recommend this alternative because the selected consultant may be unavailable at times due to various reasons, which could cause delays and affect project delivery.

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
ECORP CONSULTING, INC.
for
ENVIRONMENTAL STUDY SERVICES

City Project No. 20-017

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and ECORP CONSULTING, INC., a private corporation ("Professional"), on this 11th day of August 2020 (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 Environmental Study Services (the "Project").

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 51 of this Agreement, Sections 1 through 51 shall prevail.

2. Term. The term of this Agreement shall commence on the Effective Date and terminate on the 30th day of June, 2022 ("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. City may elect to extend this Agreement for one (1) additional two (2) year term, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

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** and the specific services delineated by the City Engineer in one or more written Service Requests submitted to Professional during the Term. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by Professional and the total compensation due Professional for such Services. Professional must sign and return these Service Requests before undertaking the services described therein. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional for all Services, including any Service Requests, shall not exceed One Hundred Fifty Thousand Dollars ($150,000) ("Maximum Payment") annually, or Three Hundred Thousand Dollars ($300,000) over the two-year term of the agreement expiring June 30, 2022.

6.2. 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.

6.3. 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 thirty (30) calendar days of the Notice to Proceed 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. 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.

10. 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.

11. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

11.1. 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.

11.2. Professional Performance. Professional represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

11.3. 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.

11.4. 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.

11.5. 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.

12. 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.

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. 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.

14. 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.

15. 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.

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 Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. 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.

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, 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.

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 Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable

value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(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.

20. 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.

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 Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

23. 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.

24. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

24.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars ($2,000,000.00).

24.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollar ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar ($1,000,000.00) limit for each employee's bodily injury by disease.

24.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. 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.

24.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars ($1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

24.5. Waiver of Subrogation. With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the 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; (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) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (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. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), 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, 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.

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, 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.

29. 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.

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 Professional.

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: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

With courtesy copies to:

Churchwell White LLP
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional:

_____
Attn: _____
_____
_____

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

Adam Hutchings, P.E.
Development Services Department, Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5428
E-mail: ahutchings@turlock.ca.us

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

34. 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.

35. 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.

36. 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.

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

38. 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.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

40. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

47. 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.

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

49. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

50. 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.

51. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[*Signatures on Following Page*]

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

PROFESSIONAL

Ecorp Consulting, Inc., a private corporation

By:_____

Print Name:_____
Title:_____

Date_____

CITY

City of Turlock, a California municipal corporation

By: _____
Toby Wells, P.E., City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development Services Director/ City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

SERVICE REQUEST NO. ___-___

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Environmental Study Services ("Agreement") dated July 28, 2020, between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific environmental study services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. ____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars ($_____).

2. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

By: _____
Nathan Bray, P.E., Interim Director of
Development Services / City Engineer

_____

By: _____

Title: _____

Date: _____

Address:

_____

_____

_____

Phone: _____

EXHIBIT A

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

June 17, 2020
(P20-302)

City of Turlock
Development Services Department
Engineering Division
Attention: Adam Hutchings, P.E.
156 South Broadway, Suite 150
Turlock, CA 95380

RE: Statement of Qualifications for Environmental Study Services, City Project No. 20-017

Dear Mr. Hutchings:

ECORP Consulting, Inc. (ECORP) is pleased to submit two bound copies and one electronic PDF copy on CD of our qualifications for the City of Turlock's (City) Request for Qualifications (RFQ) to assist in the establishment of a list of qualified on-call consultants for Environmental Study Services. As a mid-sized environmental services company headquartered in northern California, ECORP has consistently demonstrated that well-planned, cost-effective, cohesive teamwork with a personalized client-focused approach leads to successful project completion.

We are specialists in helping our customers prepare the necessary documentation to comply with the California Environmental Quality Act (CEQA) and a wide range of other environmental regulations. Some key benefits ECORP would provide to the City are:

- **Effective management of multidisciplinary environmental services on-call contracts for public agencies,** as demonstrated by our successful execution of similar contracts for cities, counties, state agencies and public works departments.
- **A team of experts** with many **years of experience working in Stanislaus County** who can effectively address all of the resource area issues relevant to projects in the City
- Our demonstrated ability to provide **outstanding customer service**, including a **sensitivity to cost and schedule constraints** typical of public works projects

Our team represents a group of talented individuals specifically selected to provide expertise in the services needed by the City under this contract. Unlike many large engineering companies that only offer environmental services as an adjunct to their main business focus, the ECORP Team members are specialists in our respective technical environmental disciplines and include experts familiar with resource issues within the City. We have established strong professional working relationships with federal and state regulatory agency representatives, based on technical excellence, a thorough understanding of regulatory processes, and a long history of successful project completion. ECORP also has a deep bench of partner firms, some of which are minority and women's business enterprises, which can provide a wide range of technical services as the need arises.

Chris Stabenfeldt, AICP, will serve as Program Manager of the ECORP Team and will be the primary point-of-contact for the City of Turlock. Mr. Stabenfeldt has 36 years of experience as a CEQA/NEPA project manager and program manager for clients and projects throughout California. He has successfully served as the Program Manager for the California Department of General Services, Real

Estate Services Division Northern California Environmental Services Retainer Agreement which has included over 40 task orders. Services provided have included regulatory compliance, biological and cultural resource surveys, CEQA/NEPA documentation, and historic evaluation services for a wide range of clients including the California Highway Patrol, CAL FIRE, Department of Motor Vehicles, California Conservation Corps, Department of Developmental Services, Regional Water Quality Control Board, Franchise Tax Board, and Department of Food and Agriculture. While serving as office manager for a Northern California-based firm, Mr. Stabenfeldt was involved in several projects in the City of Turlock and is very familiar with local conditions and issues of concern. He has managed multiple environmental documents for Public Works improvements including streets, bridges, trails, water and sewer infrastructure, storm drainage, parks and public facilities.

ECORP is experienced in the preparation of Preliminary Environmental Study (PES) forms for projects per Caltrans' Local Assistance Procedures Manual (LAPM). ECORP has used the PES form to consult with Caltrans/FHWA to determine the appropriate CEQA and the National Environmental Policy Act (NEPA) document for a project. ECORP staff have prepared Categorical Exclusions/Exemptions (CE/CEs), Environmental Assessments (EA), joint Initial Study/Environmental Assessments (IS/EAs), and Mitigated Negative Declaration/Finding of No Significant Impacts (MND/FONSIs) for a series of projects with Caltrans involvement. In addition, ECORP has prepared technical studies in support of the PES and NEPA/CEQA documents per the requirements from Caltrans' Standard Environmental Reference (SER) and FHWA. These include, but are not limited to: Section 106 National Historic Preservation Act (NHPA) compliance, Natural Environment Studies, Community Impact Assessments, Section 4(f), Clean Air Act compliance, and Regulatory Permitting. Based on our experience with similar projects with Caltrans involvement and federal funding, ECORP understands the added level of effort for NEPA documentation and coordination, including public participation, which needs to be factored into overall schedule for a successful project. We have experience working on CEQA/NEPA, biological, and cultural projects for several districts of Caltrans.

I am authorized to enter into contracts for the company. Chris Stabenfeldt is ECORP's point of contact for the City to whom correspondence regarding our qualifications and technical questions should be addressed. His contact information is:

Chris Stabenfeldt, AICP, Program Manager, CEQA/NEPA Task Manager
ECORP Consulting, Inc., 2525 Warren Drive, Rocklin, California 95677
Telephone, (916) 782-9100; Fax: (916) 782-9134; Email: cstabenfeldt@ecorpconsulting.com

We appreciate the opportunity to provide our qualifications to the City of Turlock and look forward to serving you on future projects.

Sincerely,

ECORP Consulting, Inc.

Dave Krolick, Vice President
Attachment(s)

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COMPANY OVERVIEW

ECORP Consulting, Inc. (ECORP) assists public and private clients with a wide range of environmental services including technical studies for biological and cultural resources, air quality, greenhouse gas, noise, water resources, land use planning, and regulatory compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Clean Water Act, federal and state Endangered Species Acts, National Historic Preservation Act (NHPA), and other laws and regulations. ECORP provides support over the life of a project from initial baseline studies; to environmental planning and review, permit negotiation, liaison with resource agencies, and mitigation design; and through to construction supervision, monitoring, and compliance reporting. ECORP will provide the City with an experienced team of over 100 CEQA and NEPA specialists, environmental permitting specialists, environmental analysts, terrestrial and aquatic biologists, wetland specialists, air quality/greenhouse gas/noise analysts, archaeologists/cultural resources specialists, architectural historians, and geographic information system (GIS) specialists to meet the needs of the City.

The ECORP Team promises the City of Turlock the following:

- Dedication and high-priority service
- Open communication and personalized service
- Awareness of the need to balance schedules and cost
- Technically accurate documentation
- No substitution of key staff
- A commitment to excellence
- A positive and collaborative working relationship

Founded in 1987, ECORP is committed to excellent service and client satisfaction. To ensure the success of our clients' projects, we use a combination of well tested practices. We build the best team for the job, drawing from our own professionals and a large network of relationships with other technical and scientific experts. We then implement a carefully honed project management approach based on a client-focused, responsive, and results-driven philosophy.

ECORP's environmental documentation and compliance experience includes the full range of CEQA and NEPA documents and experience with the regulatory requirements of Sections 401, 402, and 404 of the Clean Water Act; Sections 7 and 10 of the Endangered Species Act; California Endangered Species Act; Sections 106 and 110 of the NHPA; Section 1600 et seq. of the California Fish and Game Code; Porter-Cologne Water Quality Control Act; California Coastal Act; and Coastal Zone Management Act. We have well established working relationships with regulatory agency staff including the U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and California Office of Historic Preservation. These agencies recognize our permit application documents and technical services to be of the highest quality based on our consistent technical excellence and thorough understanding of regulatory processes.

ECORP is experienced in the preparation of Preliminary Environmental Study (PES) forms for projects per Caltrans' Local Assistance Procedures Manual (LAPM), including for local agencies in District 10.

Projects that exclusively use County funds, such as General Fund or Capital Improvement Program funds, are typically only subject to compliance with CEQA. However, when the County seeks funding assistance for road projects through the Federal Highways Administration, which is administered by the Caltrans Local Assistance Program, additional requirements apply. The receipt of federal pass-through funds triggers compliance with federal law, such as NEPA and Section 106 of NHPA, among others. In addition, Caltrans (on behalf of the FHWA) serves as a reviewing and approving agency. Therefore, the documentation prepared for Caltrans Local Assistance projects must comply with the Caltrans LAPM and Standard Environmental Reference (SER).

The process begins with the preparation of a PES form, typically completed in the field by Caltrans and County staff. ECORP then uses the PES form to consult with Caltrans/FHWA to determine the appropriate NEPA and CEQA document for a project. Technical studies called out in the PES, such as Natural Environment Studies (NES), Biological Assessments (BA), Community Impact Assessments, Historic Property Survey Reports (HPSR) and Archaeological Survey Reports (ASR), are used to support the CEQA/NEPA documentation and are completed in accordance with the standards, guidelines, format, and templates in the appropriate chapters of the SER.

Because of the additional requirements and involvement by Caltrans, environmental documentation for Local Assistance projects usually requires additional rounds of review and lengthier processing. Once the documentation is approved by the County, it is sent to the Caltrans Office of Local Assistance, who forwards it to the appropriate technical staff for review. Typically, one to three rounds of review are required by Caltrans before approval.

ECORP understands the Caltrans Local Assistance process. We have prepared Categorical Exclusions/Exemptions, Environmental Assessments (EA), joint Initial Study/Environmental Assessments (IS/EAs), and Mitigated Negative Declaration/Finding of No Significant Impacts (MND/FONSIs) for a series of projects with Caltrans involvement. In addition, ECORP has prepared technical studies in support of the PES and NEPA/CEQA documents per the requirements from Caltrans' SER and FHWA. These include, but are not limited to: Section 106 NHPA compliance, NES, BA, Community Impact Assessments, and Clean Air Act compliance. Based on our experience with similar projects with Caltrans involvement and federal funding, ECORP understands the added level of effort for NEPA documentation and coordination, including public participation, which needs to be factored into the overall schedule and budget for a successful project.

A partial list of our services includes:

Cultural Resources
- Cultural Resources Management
- Archaeological Services
- Architectural History Services
- Cultural Resources Consultation and Agreement Documents
- Native American Consultation
- Memoranda of Agreement/Programmatic Agreements
- Geoarchaeology

Biological Resources
- Threatened, Endangered, and Special-Status Species Surveys and Permitting
- Wetland Delineations
- Terrestrial and Aquatic Species Surveys and Habitat Assessments
- Botanical Services
- Bat Surveys and Bat Exclusion Management
- Stream Bioassessment Studies (including Benthic Macroinvertebrate Sampling)
- Preparation and Implementation of Natural Community Conservation Plans (NCCPs) and Habitat Conservation Plans (HCPs)
- Support of Informal and Formal Consultation under Section 7 of the Endangered Species Act
- California Rapid Assessment Method (CRAM) for Wetland, Riparian, and Stream Habitats

Paleontology
- Paleontological Assessments
- Paleontological Mitigation Plans
- Paleontological Construction Monitoring
- Fossil Recovery

Construction Monitoring
- Mitigation Development and Monitoring
- Preconstruction Surveys
- Biological Resources Monitoring
- Cultural Resources Monitoring
- Coordination with Native American Monitors
- English-Spanish Translation of Worker Education Materials

Water Resources
- Storm Water Pollution Prevention Plans (SWPPP)
- Stream Surveys and Monitoring
- Water Resources Management
- Watershed Planning and Management
- Qualified QSD/QSP

Land Use Planning
- Land Use Entitlement Planning
- Development Feasibility Studies
- Agency Staffing/Contract Planning Services
- Policy and Strategic Planning
- LAFCO Services (Annexations; Municipal Service Reviews; Sphere of Influence Plans)

Interpretation and Aesthetics
- Visual Impact Analysis
- Interpretive and Educational Projects
- Native Habitat Interpretive Centers

CEQA and NEPA Documentation
- Preliminary Project Assessments/Constraints Analyses
- CEQA Review and Compliance (Categorical Exemptions, Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports)
- NEPA Review and Compliance (Categorical Exclusions, Environmental Assessments, Environmental Impact Studies)
- Third-Party Review of Applicant-Prepared Documents
- Public Participation, Including English-Spanish Translation of Public Notices and Public Information Materials
- Environmental Justice

Permitting, Restoration, and Land Management
- Wetland Assessment and Delineation
- Environmental Permits under Clean Water Act Sections 401, 402, and 404; Fish and Game Code Section 1602; and Porter-Cologne Act
- Federal Energy Regulatory Commission Licensing Support
- Mitigation and Compensation Planning
- Mitigation Banking Support
- Habitat Restoration, Planning, and Design
- Open Space Management
- Long-term Monitoring and Management

Geographic Information Systems and Cartography
- Project-Specific and Regional Resource Mapping Services
- Geographic Information Systems (GIS) Data Capture and Spatial Analysis
- Lidar Data Acquisition and Analysis
- Image Processing and Land Cover Analysis
- Computer-Based Cartography

Unmanned Aerial Systems (UAS) Services
- Rapid Collection of Aerial Photographs
- Repeated Site Visits for Monitoring and Change Detection
- Development of Digital Surface Models, 3D Data, and Other Topographic Information
- Aerial Videography

Noise Monitoring and Analysis
- Noise Impact Modeling
- CEQA/NEPA Noise Analysis
- Baseline Noise Establishment
- Groundborne Vibration Assessments
- Event Noise Monitoring
- Mobile- and Stationary-Source Projections

Air Quality and Greenhouse Gas Emissions Modeling
- Emissions Modeling Services (CalEEMod)
- Health Risk Assessments
- EMFAC 2014 Analysis (Mobile Emissions Modeling)
- Dispersion Modeling (AERMOD)
- CEQA/NEPA Air Quality/GHG Support Services
- SB/AB32, Newhall Ranch, CAP Analysis, and Reduction Support
- Air Basin Compliance Analysis

Arboricultural Services
- Tree Surveys
- Tree Tagging
- Planting Recommendations
  Development Plan Review Services (Trees)

GENERAL QUALIFICATIONS OF THE FIRM

ECORP's core services that apply directly to the City contract are discussed in greater detail below.

CEQA and NEPA Documentation and Environmental Planning

ECORP has a dedicated department of analysts who provide comprehensive management of environmental impact documentation, as required under CEQA and NEPA. The experience of ECORP's managers ranges from simple Categorical Exemptions (CE) for minor upgrades in government-owned buildings to complex Program Environmental Impact Reports (EIR) for large master plans and everything in-between. During initial project planning, ECORP professionals work closely with agency planners and engineers to identify the environmental constraints for the project and to develop avoidance measures, if feasible. We then determine the appropriate CEQA/NEPA documents, conduct the necessary technical studies, prepare the CEQA/NEPA documents, and assist the agency in mitigation implementation.

Under various on-call and single project contracts, we have prepared all levels of CEQA/NEPA documentation, public noticing, mitigation monitoring programs, findings, and statements of overriding considerations for residential, commercial, industrial, recreational, and public infrastructure projects throughout California. Our experience also includes the preparation of both stand-alone NEPA documents and joint CEQA/NEPA documents meeting a variety of federal agency guidelines, including the USACE, U.S. Department of Housing and Urban Development (CDBG Grant Program), Federal Highway Administration, U.S. Forest Service, Bureau of Reclamation and Department of Defense.

Bilingual Outreach

Our CEQA and NEPA document expertise extends to facilitating the public participation component of these processes. Our technical staff includes English/Spanish bilingual personnel, and we often include the English/Spanish translation of public notices and other public information materials as part of the environmental process.

Biological Resources and Permitting

Our multidisciplinary team of biologists, botanists, herpetologists, avian specialists and regulatory specialists can provide the City with the full breadth of technical requirements in support of a wide variety of projects in conjunction with the City and other local, state, and federal agencies. ECORP understands the City's requirements in conducting environmental analyses and submitting reports that ensure environmental compliance for projects throughout the City. Our qualified environmental management experts will work with the

Our biologists conduct aquatic and terrestrial biological surveys, as well as monitoring

City to identify and assess natural resources issues and will develop project-specific approaches that minimize environmental impacts and provide the City with the natural resources information needed in support of environmental documentation and regulatory permitting/compliance. Our staff is highly trained and experienced at conducting records searches, reviewing projects and identifying project-related constraints and potential impacts that the project may have on sensitive biological resources and the implications that these impacts may have on the project regulatory pathway, schedule, and potential mitigation cost. Our biologists are fully versed in the procedures to comply with the biological resources provisions of CEQA and NEPA and other federal, state, and local statutes.

Biological resource evaluations are a core ECORP service. ECORP's species experts are very familiar with the County flora and fauna and we have experts in a variety of special-status species that are known to occur or potentially could occur in the County, including Swainson's hawk, burrowing owl, valley elderberry longhorn beetle, federally-listed vernal pool fairy and tadpole shrimp, California red-legged frog, foothill yellow-legged frog, western pond turtle, various rare plants, and others. ECORP's ecologists regularly conduct vegetation community mapping and surveys for avian species including sensitive raptor and passerine species, burrowing owl and nesting migratory birds. We have additional experience conducting and reporting surveys for listed mammal species, focused bat surveys, and aquatic species surveys.

ECORP has a long and well-established history of providing regulatory permitting services for our clients. There is a deep level of experience at ECORP with all aspects of the regulatory permitting process including technical field surveys, permit application preparation, agency coordination, construction monitoring and restoration monitoring and reporting. Over our 30-year history, our regulatory specialists have worked closely with representatives of USACE, USFWS, CDFW, and RWQCB on hundreds of permitting processes to successfully meet the needs of our clients in complying with CWA sections 408, 404, 401, and 402; ESA sections 7 and 10; California ESA; Porter-Cologne Water Quality Act; and Fish and Game Code section 1602 stream and lake bed alteration agreements.

Cultural Resources

ECORP's cultural resources staff offers the full range of technical expertise to support all of the projects the City may pursue during the life of the contract. Our staff also meets U.S. Forest Service, and other local, state, and federal agencies' unique cultural resource expertise requirements. Our expert archaeologists and architectural historians are fully versed in the procedures to comply with the cultural resources provisions of CEQA and Section 106 of the NHPA; including the specific requirements of the Caltrans Section 106 Programmatic Agreement and other federal, state, and local statutes. Our project experience includes conducting hundreds of records searches and surveys, and recording both prehistoric and historic-age archaeological resources. We document historic-age structures and buildings, evaluate resources for eligibility for the National Register of Historic Places and the California Register of Historical Resources, and conduct test excavations to evaluate

archaeological sites. ECORP's cultural resources staff conducts Native American consultation for most projects.

ECORP's archaeologists provide all services required for the identification, evaluation, and treatment of archaeological resources as needed for compliance with federal, state, and local regulations. ECORP has prepared numerous Caltrans HPSR and ASR and has developed and executed Extended Phase I work plans and testing programs for Caltrans projects. ECORP carries out field surveys to identify prehistoric sites including village sites, temporary camps, roasting pits/hearths, lithic (stone) tools and flakes, milling features and groundstone artifacts, petroglyphs/rock art, geoglyphs, fish traps, and burials/cremations. ECORP archaeologists also identify historic archaeological sites including homesteads; agricultural or ranching features; mining-related features; water storage and conveyance features such as culverts, reservoirs, and dams; and refuse concentrations. ECORP archaeologists excavate archaeological sites in order to evaluate their significance and to recover data as mitigation of impacts.

ECORP's cultural resources staff has provided archaeological and historical evaluation services throughout California

ECORP's lead architectural historian has years of experience identifying and evaluating cultural resources of the built environment for a wide variety of structures. All architectural history services are carried out in compliance with Sections 106 and 110 of the NHPA.

ECORP's experienced cultural resources staff assist clients in consultations with federal agencies, SHPO, and Native American groups and organizations, as required, based on project needs. Our professionals are well versed in the preparation of agreement documents and management plans for the management or treatment of historic properties (i.e., properties listed on or determined eligible for listing on the NRHP) or historical resources (i.e., properties listed on or determined eligible for listing on the CRHR). ECORP has prepared Finding of Effect reports and developed Memorandum of Agreement documents with numerous federal agencies.

On September 25, 2014, Governor Brown signed into law Assembly Bill 52 (AB 52), which amended CEQA to mandate lead agency consultation with California Native American tribes during the CEQA process. Recognizing that California tribes are experts in their tribal cultural resources and heritage, this new law requires that CEQA lead agencies carry out consultation with tribes at the commencement of the CEQA process because a significant effect on Tribal Cultural Resources is considered a significant impact on the environment under CEQA.

ECORP's Director of Cultural Resources, Lisa Westwood, was consulted in late 2014 by the legal team negotiating with Assemblyman Mike Gatto's office and the Governor to provide input and revisions

to AB 52 prior to the Assembly vote. Since that time, she has been actively consulting with agencies in addressing implementation. Her level of involvement in the AB 52 negotiation and implementation is unique and this experience makes her an invaluable advisor to CEQA lead agencies and the regulated community, particularly in terms of process, documentation, and coordination of AB 52 with Senate Bill (SB) 18 and Section 106 NHPA consultation. For the City, Ms. Westwood will personally assist City staff in managing its obligations under AB 52. Paramount to the City's ability to remain in compliance and free from litigation is the maintenance of a robust tribal consultation administrative record. Towards this end, Ms. Westwood will establish a consultation schedule that complies with specific noticing and referral deadlines, author the tribal notices and letters for the lead agency, coordinate all consultation activities, document all oral and written correspondence, and provide recommendations and guidance to the City or other lead agencies in acting on information that is presented.

Caltrans Local Assistance Projects

Our staff is familiar with Caltrans Local Assistance Program and is well respected in the various Caltrans districts we have worked with, including the Caltrans District 3 office. We understand that when the City seeks funding assistance for road projects through the Federal Highways Administration (FHWA), which is administered by the Caltrans Local Assistance Program, additional regulatory requirements apply. The receipt of federal pass-through funds triggers compliance with federal law, such as NEPA, Section 7 of the ESA, and Section 106 of the NHPA, among others. In addition, Caltrans (on behalf of the FHWA) serves as a reviewing and approving agency. Therefore, the documentation prepared for Caltrans Local Assistance projects must comply with the Caltrans LAPM and SER.

The process begins with the preparation of a PES form, typically completed in the field by Caltrans and City staff (ECORP can support this task, as needed). ECORP uses the PES form to consult with Caltrans/FHWA to determine the appropriate NEPA and CEQA document for a project. Technical studies called out in the PES, such as NES, BA, Community Impact Assessments, HPSR and ASR, are used to support the CEQA/NEPA documentation and are completed in accordance with the standards, guidelines, format, and templates in the appropriate chapters of the SER. ECORP is expected in the preparation of all of these types of documents following Caltrans requirements.

Environmental documentation for Local Assistance projects usually requires additional rounds of review and lengthier processing because of the additional requirements and involvement of Caltrans. Once the documentation is approved by the City, it is reviewed by technical staff identified by the Caltrans Office of Local Assistance for District 3. Typically, one to three rounds of review are required by Caltrans before approval.

In compliance with the Caltrans Local Assistance process, ECORP has prepared Categorical Exclusions/Exemptions, EA, joint IS/EA, and MND/FONSIs for a number of local agency projects with Caltrans involvement. In addition, ECORP has prepared technical studies in support of PES and

NEPA/CEQA documents per the requirements of Caltrans' SER and FHWA. These include, but are not limited to: Section 106 NHPA compliance, NES, BA, Water Quality Assessment Reports (WQAR) Community Impact Assessments, and Clean Air Act compliance.

GIS Services and Mapping

GIS software is a powerful analytical tool that can be applied to a wide range of disciplines. ECORP GIS specialists are proficient in conducting site analysis and can seamlessly interface with engineers and planners to prepare opportunity and constraints maps. ECORP's computer-based mapping department staff is experienced in image analysis, GIS, and Computer-Aided Design (CAD). We integrate systems to provide the most effective and efficient solutions to complex mapping and analytical problems. ECORP is highly experienced with the ESRI suite of GIS products, Autodesk AutoCAD packages, and Trimble Pathfinder Global Positioning System (GPS) units and geomatics applications. These tools allow for seamless communication and data sharing with surveyors and engineers, as well as local, regional, and federal data clearinghouses. ECORP uses the latest technology to comply with the mapping standards required by the USACE, USFWS, CDFW, and other natural resource state and local agencies for permit applications, report preparation, and map publication.

In addition to its extensive GIS services, in 2016 ECORP acquired two **Unmanned Aerial Systems (UAS, "drones")** and trained and licensed in-house operators and have used these tools in support of numerous projects. Our UAS's and licensed operators allow for the rapid deployment of staff and resources to meet the needs of City projects, providing high quality aerial imagery and video at substantially lower costs traditional means. Our UAS program is focused on collecting imagery and video to support environmental and regulatory projects and we have successfully supported multiple clients with these services. UAS-collected photos can be combined and corrected for topography to create a single orthomosaic image and these images can be used with CAD and GIS mapping software to provide an appealing and accurate base maps. Properties as large a 500 acres can be mapped within a single day, depending on terrain and desired photographic resolution.

ECORP's drone aircraft are equipped with GPS, a feature of the system that allows for the simple set-up of repeatable flight plans to standardize data collection for project monitoring. Repeatable flight plans can be used to quickly and accurately document change over time and to provide a record of site conditions as projects progress

Air Quality and Greenhouse Gas Emissions

ECORP's technical assessment and modeling team is involved in the preparation of a full range of CEQA environmental compliance and review documents, and is proficient in the use of CalEEMod, EMFAC2014, AERMOD, and other industry standard emissions modeling tools. CalEEMod is a statewide land use emissions computer model designed to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects. ECORP has extensive expertise conducting emissions-related analyses throughout California and a

comprehensive working knowledge of the associated regulatory environments in all northern California counties.

Noise/Acoustics

ECORP employs state-of-the-art technology and a comprehensive working knowledge of the regulatory environment to provide clients with cost-efficient and technically defensible noise-related analysis. ECORP's technical analysts are proficient in the use of the Roadway Construction Model, SoundPLAN, the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model, and other industry standard noise modeling tools. ECORP also provides both short and long-term noise level measurements to assess the existing noise environment and effectively analyze the contributions of a given project on future ambient noise levels. Noise level measurements provide an understanding of existing conditions as they relate to local regulations and the noise-sensitive land uses in a given area. Our staff is experienced with collecting noise level measurements for a variety of projects from residential homes to commercial and warehouse developments, and use equipment which meets the latest American National Standards Institute (ANSI) standard specifications for sound level meters.

Efficient, Responsive, and Knowledgeable Professionals

The ECORP Team's combination of small business efficiency, technical expertise, experience with state and federal environmental regulations, and local knowledge will ensure that CEQA and NEPA documentation will be completed in a time- and cost-efficient manner while remaining legally defensible. Chris Stabenfeldt, ECORP Project Manager, has more than 35 years of professional environmental and planning consulting experience on complex projects and programs. He has considerable experience managing state, federal, and local agency on-call environmental services contracts including serving as the Program Manager for the California Department of General Services on-call services contract for northern California encompassing 48 counties. ECORP task managers will support City projects and will be assigned according to the required technical expertise.

Over the past 33 years, ECORP has provided environmental services to a wide array of both public and private clients. Our clients encompass cities, counties, state and federal agencies, special districts, and numerous private entities. Our rapport with our clients and history of excellent project performance demonstrates our ability to accomplish complex project objectives in a variety of technical fields.

How We Will Get the Job Done

ECORP is committed to client satisfaction. To achieve consistent high quality services and products for our clients, we use an approach founded on strategic team building with a dynamic network of scientific and regulatory experts, a carefully-honed project management approach with results-driven implementation, and real quality control provided by seasoned managers and technical specialists.

Regulatory agencies recognize our documents to be of the highest quality and, as such, they receive the swiftest consideration and approval. We believe that experience matters and our in-house staff and teaming partners are handpicked professionals who are thoroughly familiar with the City of Turlock's resources and environmental challenges. Services required to complete task orders for the City of Turlock will be managed from ECORP's Rocklin office. Our team provides the appropriate depth of qualified personnel to immediately respond to requests from the City.

Task Order Management

When the City requests a proposal for a new task order, Mr. Stabenfeldt and the assigned Task Managers will work closely with the City's Project Manager to focus the scope of work to achieve the goals of the project. Mr. Stabenfeldt will evaluate the services required and determine what, if any, subcontractor support is necessary for the completion of the task order. Our proposals will include sufficient detail to assure the City that ECORP has identified the appropriate services and that the City will receive a high quality product that can stand up to agency and public scrutiny. Once the City has approved the cost proposal, Mr. Stabenfeldt will ensure that the Task Managers have the needed staff and material resources to complete the project.

Quality Assurance and Control Measures

ECORP has a thorough QA/QC program that not only includes the review of technical reports, but also scopes of work, cost estimates, schedules, and invoices. ECORP Project Manager, Chris Stabenfeldt, AICP, will be the primary point-of-contact for the City of Turlock and will approve the scopes of work, schedules, and cost estimates, ensure the appropriate resources are available and committed to each task order, and perform the final reviews on invoices and reports. Mr. Stabenfeldt will be responsible for overseeing task managers and will ensure that services are performed accurately, on time, and within budget. In addition, Mr. Stabenfeldt will ensure that the project files are organized, easily accessible, and complete. The quality control review also includes a review of the monthly project accounting reports, the invoices, and the cumulative project accounting for the as-needed task orders.

Ability to Meet Tight Project Schedules and Budgets

"I want to share the thank-you note I received from State Senator Bill Monning. You were ALL instrumental in CalVet/DGS's environment review for the California Central Coast Vets Cemetery project. The ECORP team performed exceptionally with a limited budget and under challenging time constraints. As a result of your help and expertise, we hope to build this project for our Vets this spring.

To paraphrase Sen. Monning, 'Thank you for your EXTRAORDINARY efforts!'"

— Valerie Namba
Senior Environmental Planner
Department of General Services
Real Estate Services Division

ABILITY TO COORDINATE WORK WITH AGENCIES

The ECORP Team has many years of experience fulfilling on-call contracts and successfully completing task orders. We have worked with clients to develop comprehensive environmental

approaches to meet project goals in planning, development, construction, and regulatory compliance and are creative and nimble in addressing short lead times to fulfill task orders.

CEQA/NEPA Compliance. ECORP provides comprehensive management of environmental compliance documentation, as required by CEQA and NEPA. ECORP professionals work closely with agency staff early in the process to identify environmental constraints and modify the project if necessary to avoid complications that would delay project approval. We prepare technical studies necessary to support the appropriate CEQA document and assist clients in implementing mitigation. We have prepared documentation for CE's, IS/MNDs, EIRs, public noticing, mitigation monitoring programs, findings, and statements of overriding considerations for projects throughout California. Our experience also includes the preparation of stand-alone NEPA documents and joint NEPA/CEQA documents meeting a variety of federal agency guidelines.

Caltrans Local Assistance. ECORP provides environmental compliance assistance to cities seeking road project funding through the FHWA, administered under the Caltrans Local Assistance Program. ECORP understands that projects under this program must comply with the Caltrans LAPM and SER. We have prepared categorical exclusions/exemptions, EA, joint IS/EAs, and MND/Finding of No Significant Impacts. ECORP has also prepared supporting technical studies, including those for Section 106 NHPA compliance, NES, BA, community impact assessments, WQARs and Clean Air Act compliance. ECORP understands the added level of effort on Caltrans projects with federal funding for NEPA documentation, agency coordination, and public participation.

Regulatory Permitting. Since 1987, ECORP has prepared applications and obtained regulatory permits for projects ranging from relatively small residential developments to massive federal- and state-funded infrastructure projects. ECORP professionals are skilled in the interpretation of CWA Sections 401 and 404 regulations, NEPA, CEQA, NHPA, ESA, and California Department of Fish and Game Code. ECORP staff members have developed strong working relationships with federal and state regulatory agency staff throughout California and in Stanislaus County specifically.

Biological Services. ECORP biologists regularly conduct habitat assessments, wetland delineations, and determinate surveys according to state and federal agency protocols and have developed widely used standardized methods for assessments and visual encounter surveys. Our biologists hold state and federal permits for numerous species. ECORP has developed management strategies; prepared avoidance, conservation, and mitigation measures; and designed monitoring plans to avoid, minimize, and mitigate for project-related impacts to special-status plant and wildlife species. ECORP has conducted hundreds of wetland assessments/delineations.

Cultural Resources. ECORP's archaeologists and cultural resources specialists are fully versed in procedures to comply with Sections 106 and 110 of the NHPA, NEPA, CEQA, and other federal, state, and local cultural resources statutes. Our services include record searches and literature reviews, archival research, field surveys, test excavations, data recovery, and construction monitoring. We are experienced in preparing cultural resources management plans, historic preservation plans,

memoranda of agreement, and programmatic agreements. ECORP routinely assists clients in consultation with State Historic Preservation Officers, Native American groups, and non-governmental organizations.

Response Time and Key Personnel

The ECORP Team is committed to the timely completion of task orders under this contract and has a proven track record of performing similar work with complex issues and tight deadlines. The management team for this project is available to provide, on average, 50 percent of their time to this retainer agreement during its duration, recognizing that up to 100 percent of time will be necessary to ensure timely completion of multiple projects. Our team provides staff of sufficient technical depth to be able to support multiple, simultaneous task orders. At project critical times, all proposed personnel will be available at 100 percent of their time to ensure deadlines are met.

As the ECORP Team's Project Manager, Mr. Stabenfeldt will provide the leadership and close coordination with the City and all other parties needed to successfully complete project assignments. He will be the primary point of contact for the City and will ensure proactive communication and competence of all analyses and Project deliverables through a rigorous quality assurance/quality control process. Jeremy Adams will lead the Cultural Resource team, Thomas Scofield will lead the Biological Resources team and Seth Myers will lead the Air Quality/GHG/Noise team. See the ECORP Team organization chart (Figure 1), which outlines how the ECORP Project Manager and staff will be structured for this assignment. See Attachment A for full resumes.

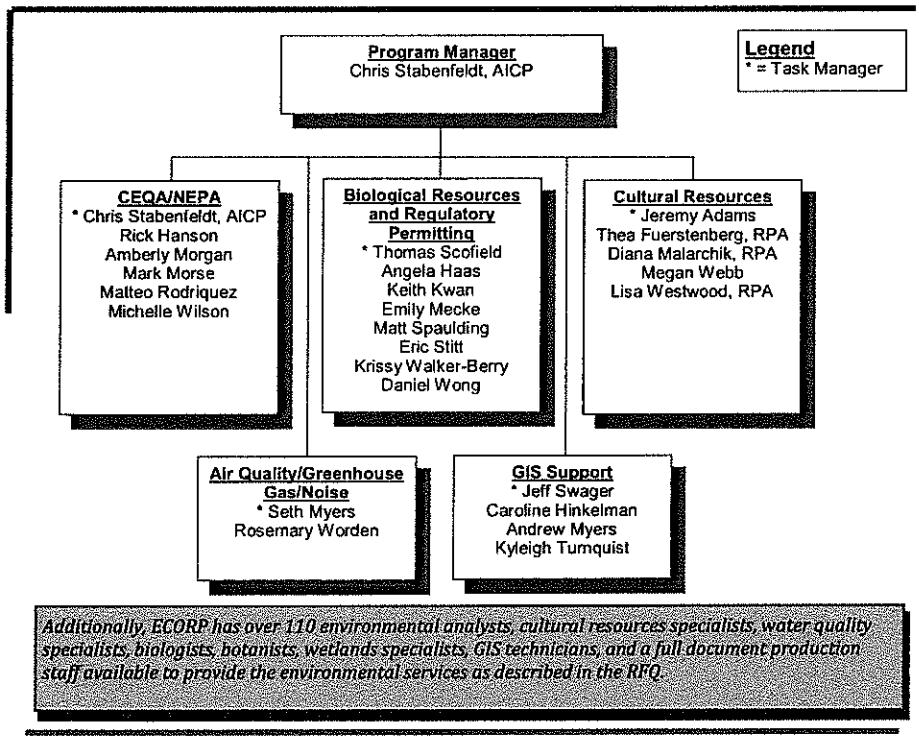


Figure 1. Organization Chart

Chris Stabenfeldt, AICP, Program Manager, CEQA/NEPA Task Manager. Mr. Stabenfeldt is a certified planner, team and project manager and environmental analyst with more than 36 years of professional environmental and planning consulting experience. He has served in a broad range of roles including group manager, office manager, director of business development, and project manager. He has managed comprehensive and complex environmental documents and planning projects for public agencies and private sector clients including documentation and related compliance activities under NEPA and CEQA throughout the west. Over the past 35 years, Mr. Stabenfeldt has focused on projects in California, ranging from General Plans and planning staff support to environmental documents addressing a broad spectrum of project types. Mr. Stabenfeldt is extremely familiar with local government operations having worked on projects for over 100 jurisdictions throughout California including numerous projects in the San Joaquin Valley. He has managed numerous environmental documents for Public Works improvements including streets, bridges, trails, water and sewer infrastructure, storm drainage, parks and public facilities. He has a strong multidisciplinary background and has conducted technical studies in noise, air quality, geology, hydrology/water supply, infrastructure analysis, and land use policy assessment.

Thomas Scofield, Biological Resources/Regulatory Permitting Task Manager. Mr. Scofield has worked for ECORP for the last 11 years and has more than 29 years of professional experience as an environmental consultant to both public agencies and the private sector. He has served as project manager and principal biologist for numerous EAs and permitting projects. Mr. Scofield has conducted a wide variety of biological resource evaluations ranging from baseline habitat assessment level studies to focused surveys for threatened and endangered species. He routinely assesses existing biological resource databases and on-site survey data to evaluate potential impacts to special-status species including federal and/or state listed species, U.S. Forest Service Sensitive species, CNPS listed species, migratory bird species, and regionally sensitive species protected under local ordinances. These assessments often include the development of detailed study plans, developing and implementing literature and field studies, data acquisition, data analysis, impact assessments, mitigation planning, and other environmental documentation. Mr. Scofield has also conducted numerous biological resource investigations in a variety of habitat types and has authored several BAs submitted to the USFWS and the National Oceanic and Atmospheric Administration (NOAA).

Mr. Scofield has conducted surveys throughout California's Central Valley, and is highly familiar with the biological resources that occur within. He has conducted vegetative typing studies in a wide variety of aquatic and terrestrial habitat types in the Central Valley including riverine, riparian, freshwater wetlands including ephemeral wetlands and marshes, annual grasslands, and multiple agricultural types. Mr. Scofield has conducted studies and developed permits to meet the regulatory requirements of the federal Clean Water Act (Sections 404 and 401), the federal ESA (Section 7), the California ESA (2050-2068), and the California Fish and Game Code Section 1602

governing activities that may affect fish and wildlife habitats associated with streams and lakes. He has developed several BAs per the USFWS and NOAA/NMFS guidelines and has worked on a variety of CEQA and/or NEPA documents including numerous NegDECs, EIRs, EISs, and EAs.

Jeremy Adams, Cultural Resources Task Manager. Mr. Adams is a Senior Architectural Historian and Cultural Resources Manager with more than 11 years of experience in preparing inventories, evaluations, and management strategies for cultural resources projects. He meets the Secretary of the Interior's Professional Qualification Standards for Architectural History and History. Mr. Adams serves as principal investigator for all architectural history components of projects and is well versed in the laws and regulations of Section 106 of NHPA and CEQA. Mr. Adams has served as the Cultural Resources Project Manager for many county-level projects with Caltrans involvement on both the state and federal level. He has a good working relationships with Caltrans and is well versed in providing cultural resources services and preparing reports including but not limited to HPSR, historic resources evaluation reports (HRER), environmentally sensitive area (ESA) action plans, and finding of no adverse effect/adverse effect (FNAE/FAE) documents. He serves as project lead for many Caltrans Local Assistance Program projects involving counties as the Lead Agency, including the Contra Costa Canal Bridge Replacement Project and the Capitol Southeast Connector Project in Sacramento County. Additionally, he has served as project lead for projects in Tuolumne and Calaveras counties, including the Waterline Replacement Project along State Route 4, Calaveras County and a Cultural Resources Inventory, Evaluation, and Finding of Effect for the Tuolumne Utilities District Cuesta Heights Project in Tuolumne County.

Client Comment Regarding Jeremy Adams

"I have worked with Jeremy on a large water storage project for the last several years. Jeremy is a consummate professional, easy to work with and is always accessible. I have found him to be very responsive to both emails and phone calls. Jeremy follows through with assigned tasks, meeting deadlines and the quality of the work product has always been superior. I have the upmost confidence in Jeremy's abilities and knowledge and rely heavily on his expertise in guiding the District through the AB52 process."

— Doug Roderick P.E.
Senior Engineer
Nevada Irrigation District

Seth Myers, Air Quality/Greenhouse Gases/Noise Analyst. With 14 years of experience as an environmental planner and air quality/noise analyst, Mr. Myers is involved in the preparation of a full range of CEQA and NEPA environmental compliance and review documents including environmental impact reports. He has extensive expertise conducting air quality, greenhouse gas emissions, and noise analyses and has a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of CalEEMod, EMFAC2017, AERMOD, SoundPLAN, the Roadway Construction Model, the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model, and other industry standard emissions and noise modeling tools. In addition to typical land use development proposals, Mr. Myers specializes in the analysis of infrastructure projects. Such projects pose unique challenges to conducting technical emissions and noise-related modeling since they vary so widely as to outpace traditional model default options. Seth's years of

experience and exposure to dozens of infrastructure-related technical analyses has provided him the know-how to adequately replicate all the proposed actions involved with a specific infrastructure project in order to disclose the most representative predictions and estimates.

Jeffrey Swager, GIS Manager. Mr. Swager has 15 years of experience in the field of Environmental Science, Ecology and GIS. His experience includes managing Global Positioning Systems (GPS) data collection, GIS database design, data management, computer based cartography, geoprocessing/spatial analysis and field data collection. Mr. Swager has extensive knowledge in the use of ESRI ArcGIS and Trimble GPS products, as well as data integration into popular formats such as AutoCAD, Google Earth, Google Maps and Garmin MapSource. Mr. Swager has worked on projects throughout California and its communities. Mr. Swager's work has covered a wide array of topics including jurisdictional delineations, special-status species and cultural resources, many in support of large infrastructure projects, specific plans and regional conservation efforts.

Client Comment Regarding ECORP's GIS Capabilities

"ECORP Consulting's Geospatial team did a great job on our project. Their analysis-based GIS/lidar approach for assessing our natural resources produced accurate and reliable results, saved us time and money over traditional mapping techniques, and allowed us to demonstrate consistency with a particularly challenging oak canopy ordinance with utmost precision. The GIS team is extremely knowledgeable and efficient in completing any task you give them and I recommend them to anyone."

— Andrea Howard
Parker Development Company
El Dorado Hills

REFERENCES AND RELATED PROJECT EXPERIENCE

The following project briefs were selected as examples of prior and current projects that deal with issues expected to be encountered during an on-call contract for the City of Turlock. These synopses are in no way comprehensive, even within a project, but are meant to show a range of environmental permitting, regulatory, design, and implementation projects that comprise the ECORP Team's body of work.

Walnut Road and Taylor Avenue, Stanislaus County – City of Turlock

Reference: *Randall Jones, City of Turlock, Phone: (916) 376-1600*

Budget: *$39,000*

ECORP was retained by the City of Turlock for on-call environmental services assistance. ECORP Staff conducted a cultural resources assessment for the City of Turlock in 2017. The Project site was a 0.37 mile long road improvement along Taylor Avenue and the intersection with Walnut Road. The survey area included the existing road right-of-way and a small area of new right-of-way on the north side of Taylor Road opposite of the intersection with Walnut Road. A records search was performed at the Central California Information Center of the CHRIS at California State University-Stanislaus to identify

previously recorded cultural resources within the Area of Potential Effects and within a one mile radius around the APE. ECORP prepared APE maps, HPSR and ASR, and a Historical Resources Evaluation Report for the Project in 2017.

On-Call Biological, Cultural, and Regulatory Support Services, Lassen County – County of Lassen

Reference: *Dave Ernaga, Associate Engineer, Lassen County Public Works, Phone: (530) 251-8296; Email: dernaga@co.lassen.ca.us*

Project Value: *$264,000 (to date)*

These projects include new roads and bridges (Skyline Road Extension and Hackstaff Road projects), maintenance and replacement of multiple existing bridges, culverts, and roadways, and mitigation monitoring of the Robinson Canyon Wetland Mitigation Site. To support these projects, ECORP has conducted wetland delineations, habitat assessments, special-status plant surveys, and cultural studies; prepares permit applications pursuant to the Clean Water Act Sections 404 and 401 and Fish and Game Code Section 1600; manages agency communications; and oversees permit compliance needs during project construction. In addition, ECORP has prepared restoration plans for temporarily impacted areas, provided SWPPP assistance, and conducted monitoring of mitigation wetlands including hydrology monitoring using water-level data loggers and vegetation monitoring.

Lassen County culvert repair/replacement

Environmental Services Retainer, Northern and Southern California Region – Department of General Services (DGS), Real Estate Services Division (RESD)

Reference: *Dan O'Brien, California Department of General Services, Phone: (916) 376-1600*

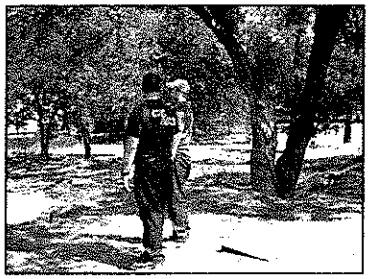
Budget: *$2,600,000 (to date)*

In 2012, ECORP was selected by the DGS/RESD to provide environmental services in support of state projects in 48 counties extending from Fresno to the Oregon border. More than 40 task orders have been completed to date.

Completed projects include:

- Professional regulatory expert services for review and comment on the California Highway Patrol Communications Facilities Project – Truckee Area Office Environmental Impact Report
- Historic preservation services, Department of Food and Agriculture Building, 1220 N. Street Sacramento, California

- Franchise Tax Board (FTB) constraints analysis for FTB 10-Year Facilities Master Plan- FTB Butterfield Campus, 964 Butterfield Way, Sacramento, California
- CEQA IS/MND and supporting biological resources and cultural resources technical studies for the proposed sedimentation ponds for the water treatment plant at the Sonoma Developmental Center in Eldridge, California
- CEQA MND addendum and supporting technical studies for the proposed California Conservation Corps Delta Service District Center Relocation/Construction Project Stockton, Stanislaus County, California
- CEQA documentation and supporting technical studies for the proposed Beiber Fire Station and Helitack Base Relocation Project, California Department of Forestry and Fire Protection (CAL FIRE) Beiber, Lassen County, California
- CEQA support to RWQCB for preparation of an EIR for proposed Waste Discharge Requirements for the Napa River and Sonoma Creek Watersheds.
- CEQA IS/MND and supporting technical studies for the proposed San Mateo-Santa Cruz Unit Headquarters (UHQ) Auto Shop Relocation Project, CAL FIRE, Ben Lomond, Santa Cruz County, California
- CEQA IS/MND and supporting technical studies for the proposed Altaville Fire Station Auto Shop Replacement Project, CAL FIRE, Altaville, Calaveras County, California



ECORP provided CEQA support on several CAL FIRE facilities in northern California for DGS RESD

- CEQA IS/MND and supporting technical studies for the proposed Hoadley Peak Communications Tower, DMV, Lewiston, Trinity County, California
- CEQA IS/MND and supporting technical studies for the proposed Vina Helitack Base Replacement Project, CAL FIRE, Vina, Tehama County, California
- CEQA and NEPA documentation and supporting technical studies for the California Central Coast Veterans Cemetery, Cal Vet, Fort Ord, Monterey County, California
- CEQA documentation and supporting technical studies for the proposed Butte Fire Station/Unit Headquarters – Replacement Project, Oroville, Butte County, California
- Updated historic building evaluation and impact assessment for the San Francisco Civic Center building
- EDD Stockton and EDD Vallejo historic building evaluations
- Arborist survey of Capitol Park in Sacramento
- Resources Building Historic Evaluation
- Yountville Vet Home Historic District Record Update: Cultural Resources and Architectural History Evaluation
- Hugh M. Burns Building architectural evaluation

Environmental Services for the Badger Street Bridge Replacement Project, Pitt Street Bridge Replacement Project, and South Avenue Bridge Replacement Project, Amador County – subconsultant to Development Impact, Inc.

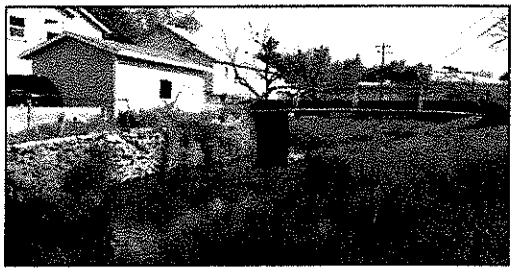
Reference: *Paula Daneluk, Director, Butte County (former Owner of Development Impact, Inc.), Phone: (916) 206-1871*

Budget: *Bader $99,250; Pitt $53,700; South Avenue $59,400*

Badger: ECORP prepared and submitted a Natural Environment Study (NES) to Caltrans District 10 in support of the proposed bridge replacement and road widening project at the Badger Street Bridge crossing of Sutter Creek. The biological technical studies conducted in support of the NES consisted of a vegetation community/habitat type delineation, a jurisdictional wetland delineation of various Waters of the U.S. and a USACE verification, an assessment of potentially occurring special-status plant and wildlife species, and a California red-legged frog habitat assessment and USFWS report. This study was used to assess potential impacts to biological resources resulting from the construction of the proposed bridge replacement and roadway widening. The NES was prepared for the City of Sutter Creek as required by Caltrans and to support compliance with CEQA, federal and state ESAs, federal CWA, and provisions of the California Fish and Game Code. ECORP also prepared a WQAR for the project and is currently providing preconstruction surveys and monitoring support during project implementation.

Badger Street Bridge, Amador County

Pitt: ECORP prepared and submitted a NES, a WQAR, and developed the project's environmental permit applications (i.e., a USACE 404 Pre-construction Notification [PCN], a RWQCB 401 permit, and a CDFW 1602 Streambed Alteration Agreement) in support of the proposed bridge replacement project at the Pitt Street Bridge crossing of Jackson Creek. The biological technical studies conducted in support of the NES consisted of a vegetation community/habitat assessment, a jurisdictional delineation of Waters of the U.S., including wetlands (USACE-verified), a special-status species survey, a rare plant survey, and a California red-legged frog habitat assessment and report. The NES was used to assess potential impacts to biological resources resulting from the construction of the proposed bridge replacement project and to establish mitigation requirements, including compensatory mitigation requirements for impacts to jurisdictional Waters of the U.S., including wetlands and best management practices (BMPs) to offset potential construction-related



Pitt Street Bridge, Amador County

impacts as required by Caltrans and to support compliance with CEQA, federal and state ESAs, and the CWA. ECORP also assisted in completing the Section 106 consultation requirements for the project and prepared a revegetation plan.

South: The City of Jackson proposes to replace the South Avenue Bridge, that crosses South Fork Jackson Creek, and improve the approach roadways as they tie into the new bridge structure. The existing bridge is located on South Ave just south of Highway 88 along the eastern side of Highway 49 in the City of Jackson. South Avenue is an urban two-lane road providing access off of Highway 49 to a residential neighborhood. The project would replace the existing single span bridge. The proposed project would replace the existing two-lane bridge with a new two-lane bridge, improve and formalize pedestrian facilities and the guard rails, and adjust the adjacent roadway connections to tie in with the new bridge. A combination of state toll credits and federal (Highway Bridge Program) funds has been approved for the proposed project.

ECORP prepared an NES to support the proposed project. The biological technical studies conducted in support of the NES consisted of a jurisdictional wetland delineation of Waters of the U.S. and a USACE verification, and a California red-legged frog habitat assessment and a USFWS report. This study was used to assess potential impacts to biological resources resulting from the construction of the proposed project. The NES study was prepared to support compliance with CEQA, NEPA, California and federal ESAs, federal CWA, and provisions of the California Fish and Game Code.

A WQAR was also prepared as part of Caltrans Statewide Stormwater Program to evaluate the potential impacts of the proposed project on water quality and to fulfill the requirements of the NEPA, CEQA, and provide information to the extent possible, for the National Pollution Discharge Elimination System (NPDES) permitting. The WQAR included a discussion of the proposed project, the physical setting of the project area, and the regulatory framework with respect to water quality. It also provides data on surface water and groundwater resources within the project area and their water quality health, describes water quality impairments and beneficial uses, identifies potential water quality impacts/benefits associated with the proposed project, and recommends avoidance and/or minimization measures for potentially adverse impacts. ECORP has prepared the CWA Section 404 and 401 permit applications, Section 1602 Streambed Alteration Agreement, and ESA BA.

On-Call Environment Services, San Joaquin County – San Joaquin Council of Governments

Reference: *Steve Mayo, Senior Habitat Planner, San Joaquin Council of Governments, Phone: (209) 235-0600; Mayo@sjcog.org*

Project Value: *$199,000 (to date)*

Burrowing owl

Under a general environmental services on-call contract with the San Joaquin Council of Governments (SJCOG), ECORP provides biological support services necessary to implement the San Joaquin Multi-Species Habitat Conservation and Open Space Plan (SJMSCP). ECORP has held the on-call contract with SJCOG since 2010. These activities include three categories of preconstruction surveys pursuant to the SJMSCP and the preparation of evaluation reports summarizing survey findings on established preconstruction survey forms. The services also require the monitoring of project proponent work when required for compliance of the Incidental Take Minimization Measures (ITMMs).

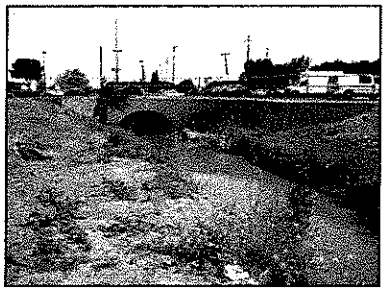
Under this contract, ECORP has provided preconstruction survey and mitigation compliance support for over 60 projects, including the 999 Beechnut Avenue Excavating and Grading Project, Best Buy property, Tesoro Apartments (Western) and Juniper Apartments (Eastern), Mustang Basin, Valpico Cemetery, Forward Landfill Gas and Energy Facility, Kagehiro III Demolition and Construction Trailer project, The Bungalows (Classics), Cose Lane, Ellis Hills Subdivision, and Holly Sugar Sports Park sites in Tracy, California. Other projects have included the Stockton to Escalon Bridge Project (targeting seven railroad bridge crossings), Complete Wireless Tower project in Escalon, the UPRR Bridge Maintenance Project, the Delta Packing Company in Lodi, the Lathrop Road/UPRR Westerly Grade Separation Project, Mossdale Landing Project in Lathrop, and the Stockton PG&E Pipe Distribution Yard in Stockton. Several projects required follow-up western burrowing owl exclusion planning and implementation.

All of the projects conducted under this on-call contract over the last ten years have required rapid responses to scope requests from the County and all field work and necessary documentation have been completed in a timely manner to meet the needs of the County and project applicants.

West Antioch Creek Culvert Environmental Documentation, Contra Cost County – City of Antioch

Reference: *Scott Buenting, P.E., City of Antioch, Phone: (925) 779-7035*

Budget: *$145,140*



West Antioch Creek

The Contra Costa County Flood Control and Water Conservation District and the City of Antioch propose to improve a 650 foot reach of West Antioch Creek between West 10th Street and 8th Street to improve its flood capacity to a 25-year level of protection. The purpose of the project is to alleviate flooding of the intersection of O Street and 10th street, which is caused by an undersized ditch segment. The preferred alternative is an open ditch which involves replacement of approximately 350 feet of the existing undersized concrete lined ditch with a quadruple box culvert transitioning into an open channel for the remaining 300 feet before tying into the existing larger channel to the north. The analysis also considered five additional alternatives for this segment. The project also included evaluation of impacts associated with removing silt from the existing drainage channel extending for 3,000 feet from the original project site to a point approximately 200 feet north of the railroad tracks.

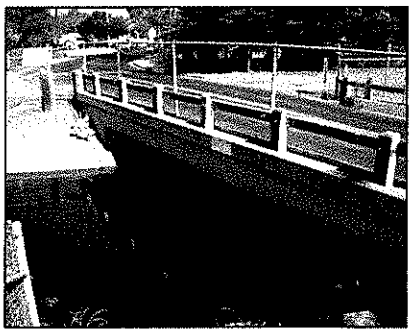
ECORP was retained to prepare a CEQA-compliant IS/MND and technical studies to address impacts related to biological resources, cultural resources, geology and soils, hydrology and water quality, air quality, land use/planning, noise, traffic, utilities and service systems, and Cumulative Impacts.

Environmental Services for the Contra Costa Canal Bridge Replacement Project, Contra Costa County – Contra Costa County Public Works Department

Reference: *Ave' Brown, Contra Costa County Public Works Department, Phone: (925) 313-2311*

Budget: *$45,460*

Under a contract with the Contra Costa County Public Works Department (CCCPWD), ECORP is carrying out environmental compliance technical studies in advance of the replacement of the Canal Road Bridge, which carries Canal Road over the Contra Costa Canal. Because Caltrans Local Assistance Funding is being used to partially fund the project, the technical studies are being prepared in accordance with the Caltrans SER and LAPM. The project is being carried out in conjunction with Caltrans District 4.



Canal Road Bridge

ECORP is preparing a cultural resources inventory (HPSR/ASR) to address the impacts of the removal of this bridge, which has been previously determined to be a contributing element to an historic district, the Contra Costa Canal. ECORP is also preparing a Finding of Effect Report, Section 4(f) documentation, and state-level Historic American Engineering Record documentation for the project. The US Bureau of Reclamation (owner of the Contra Costa Canal) and Contra Costa Water District (operator of the Contra Costa Canal) are reviewing agencies.

ECORP is also preparing biological studies, including a Minimal Impact Natural Environment Study (NES/MI) and a Planning Survey Report for the East Contra Costa County Habitat Conservation Plan.

Raley's Dock Replacement and Rice Mill Pier Rehabilitation Environmental Documentation and Permitting, Yolo County – City of West Sacramento (Lead Agency)

Reference: *Katy Jacobson, City of West Sacramento, Phone: (916) 617-4761*

Budget: *$268,091*

Raley's Dock on Sacramento River

ECORP has been retained as a subconsultant to GHD Inc. to prepare, on behalf of the City of West Sacramento (Lead Agency), a CEQA document consisting of an IS/MND for the proposed replacement of Raley's Dock and rehabilitation of Rice Mill Pier located on the Sacramento River in the City of West Sacramento. ECORP was also retained to prepare all regulatory permitting for the associated river work and perform technical studies and provide associated documentation for biological resources and cultural resources studies including; a wetland delineation, a biological resources assessment/special-status species assessment, a riparian tree inventory, a combined USFWS/NMFS BA, and a cultural resources evaluation report.

The City of West Sacramento intends to build a replacement dock where the Raley's Dock was previously located with a facility that is open to the public, meets current building and safety standards, and is accessible and compliant with the requirements of the Americans with Disabilities Act (ADA). The dock would be 430 feet long overall, with a 25-foot-wide, 60-foot-long berthing dock on the downstream end and an 8-foot-wide, 370-foot-long upriver section. The new floating docks would include utilities, access gangways and landing platforms, and would support live (transient) loads. Vessels would be able to temporarily moor to the floating docks, and all float modules would be held in position by guide piles. Other improvements would include a debris deflector structure to prevent future damage to the pier substructure.

The City of West Sacramento intends to rehabilitate the existing Rice Mill Pier for public access use along the Sacramento River. This would include implementation of repairs and strengthening to the

pier along with structural and mechanical options for full compliance with the accessibility requirements of the ADA.

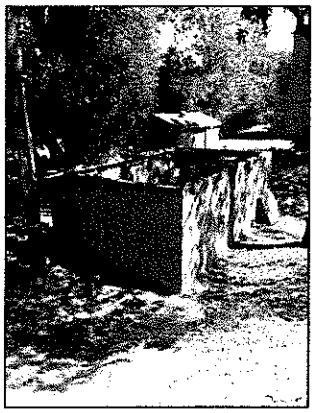
The rehabilitation of Rice Mill Pier includes structural repairs to the pier substructure, abutment, and the existing piles. A protective rail or fencing system and lighting along the pier perimeter would be provided.

Shadowbrook Lift Station and Force Main Project IS/MND, Placer County – City of Roseville

Reference: *Mark Morse, City of Roseville, Phone: (916) 774-5334*

Budget: *$106,000*

ECORP was retained to provide environmental documentation services in compliance with CEQA. ECORP is currently preparing an IS/MND and air quality, biological and cultural resources, and noise technical studies in support of the lift station and force main replacement for the City of Roseville. ECORP is also providing permit support for the project including 404, 401, 1602 and Section 7 Consultation.



Current Shadowbrook lift station

The Proposed Project involves rehabilitation of the existing Shadowbrook Lift Station to improve its resiliency to sewer system overflows. The Proposed Project would involve installation of a new fiberglass wet well within the existing pump station steel wet well, thereby occupying the same footprint. The new wet well would extend to a point approximately one foot above the 100-year floodplain. The existing masonry enclosure surrounding the pump station would be partially reconfigured to raise the concrete working pad to match the new top of wet well elevation and the existing lift station masonry block walls would also be extended vertically to retain the present 8-foot distance above grade. The footprint for the concrete pad would also be extended to provide a secured area for a permanently mounted on-site standby generator. The expansion area would be immediately adjacent to the existing lift station facility and overlay an area that is currently occupied by a concrete pad. The reconstructed lift station would cover an area of approximately 4,000 square feet which is larger than the existing facility. The project also includes replacement of the existing force main connecting to an existing sewer interceptor on the opposite side of Dry Creek. The force main will be installed using trenching including crossing of the creek which will trigger the need for preparation of a BA in support of Section 7 consultation with the USFWS.

The Draft IS/MND was published for public review in March 2016.

On-Call Environmental Consulting Services for Levee Repair and Flood Management Projects on the Feather River, Sutter and Butte Counties – Sutter Butte County Flood Control Agency

Reference: Michael Bessette, P.E., Director of Engineering, Sutter Butte Flood Control Agency, Phone: (530) 755-9859; Email: m.bessette@sutterbutteflood.org

Project Value: $7,300,000 (to date)

- **Emergency Levee Repairs, Reaches 14-16 of the Feather River West Levee.** ECORP provided Sutter Butte County Flood Control Agency (SBFCA) with support for cultural and biological resources, agency permitting, and tribal liaison for the emergency repair of a 2.9-mile reach of the Feather River West Levee in Yuba City under the USACE Operations, Maintenance, Repair, Replacement, and Rehabilitation authority. SBFCA obtained authorization to fill Waters of the United States (WOTUS) under Regional General Permit (RGP) 8. Emergency repairs were required to protect 65,000 residents from levee breech in the 2017-2018 flood season.

  The subject levee is in Yuba City on reaches 14 through 16 from Stations 927 to 1080, a reach that roughly encompasses the Feather River West Levee from Gilsizer Slough in the north to Whiteaker Hall in the south. This levee has a long and dangerous history of distress and failures dating back to 1875 and as recently as February 2017 (i.e., emergency operation of the Oroville Dam Service Spillway).

  ECORP provided environmental documentation and compliance services including regulatory permitting and emergency approvals under Sections 401 and 404 of the Clean Water Act; Section 408 authorizations; Section 7 of the federal ESA; Section 106 of the NHPA; and Section 1600 of the California Fish and Game Code. ECORP staff worked closed with agency staff including the USACE, USFWS, NMFS, CDFW, RWQCB, and California Office of Historic Preservation.

> *"ECORP has been great to work with on our projects, which have often included quick turnarounds of technical documentation and emergency staffing. They are extremely responsive to project needs and requests and have proven to be committed to their project responsibilities and dedicated to the success of our projects. Their qualified team works efficiently and is very conscious of project deadlines. I am confident that ECORP will continue to provide us with high quality and timely work for our current/future project needs."*
>
> — Michael W. Bessette, P.E.
> Interim Executive Director
> Sutter Butte Flood Control Agency

- **Critical Repair of the Feather River West Levee to Laurel Avenue, Sutter County.** In 2017, ECORP was contracted by SBFCA to provide cultural and biological monitoring, air quality reporting, and compliance reporting during construction phases for a one-mile section, including water side and land side toes, of the Laurel Avenue Critical Repairs Project, south of Yuba City, in Sutter County, California. The construction project consisted of a partial deconstruction of the levee, excavation followed by installation of a bentonite slurry deep wall in the levee centerline, and reconstruction of the levee. The purpose of the construction project is to protect and

alleviate the levee from water damage and prevent valley properties west of the levee from flooding due to levee breaches; the purpose of monitoring was to satisfy cultural and biological requirements at the state and federal regulatory levels.

Cultural and biological monitoring was provided by ECORP beginning in July 2017. When necessary, cultural monitoring also involved identifying and recording archaeological sites or artifacts and working closely with construction and tribal personnel. Biological monitoring was provided during most construction activities, including equipment movement. Various aspects of biological monitoring included: environmental (including dust control and vehicle maintenance issues and locations), and biological (e.g. giant garter snake [*Thamnophis gigas*], nesting birds, and other animals encroaching the project area, including deer, snakes (gopher, rattlesnake, various garter), rabbits, and raptors. Biological monitors were present for activities from July 2017 through early 2018.

- **Oroville Wildlife Area Flood Stage Reduction Project, Butte County.** The purpose of the proposed project is to improve the connectivity of the Feather River to its historic floodplain, reduce flood stages within the main channel, provide more frequently inundated floodplain rearing habitat for juvenile salmonids, reduce the extent of invasive plant species, and plan for future habitat restoration at the Oroville Wildlife Area. The proposed project consists of three components: vegetation management and restoration, hydraulic improvements, and recreation enhancement. In 2018, ECORP was retained by SBFCA to assume regulatory and permitting compliance from the former consultant to allow construction to proceed.
- **Feather River West Levee Project, Sutter and Butte Counties.** In 2015, ECORP was retained by SBFCA to serve as a tribal liaison between the Agency and the United Auburn Indian Community as it relates to an ongoing legal dispute over impacts to sacred lands associated with a levee repair project, authorized by the USACE. In 2014, under a different cultural resources and environmental consultant, project activities resulted in the unanticipated discovery of human remains and associated deposits that led to a dispute and legal challenge involving the Agency, tribe, and California Native American Heritage Commission, and their respective legal counsel. ECORP was retained to negotiate and mediate a comprehensive Settlement Agreement between the Agency and tribe to alleviate concerns under the Public Resources Code and is assisting in the compliance strategy for an alternative approach to Section 106 NHPA consultation. ECORP also led the AB 52 tribal consultation and authored the cultural and tribal cultural resources sections of a Supplemental EIR for the project. ECORP is currently serving as the Cultural Compliance Officer for this project to help ensure that SBFCA and the tribe remain in compliance with the terms of the Settlement Agreement.
- **Sutter Basin Flood Risk Management Project, Sutter County.** In 2017, ECORP was retained by SBFCA to assist the agency in its partnership with the USACE in cultural resources, biological resources, and agency permitting for approximately five miles of repairs of the Feather River West Levee between Cypress Avenue and Tudor Road in Sutter County, California. The Project Area is a component of the Sutter Basin Flood Risk Management Project. The primary purpose of

the Sutter Basin Flood Risk Management Project is to reduce overall flood risk to the Sutter Basin. Recent geotechnical analysis and evaluation of historical performance during past floods indicate the existing Project levees within the study area do not meet USACE levee design criteria and are at risk of failure, including the segment between Cypress Avenue and Tudor Road. This reach of levee sustained additional damage during 2017 and was the subject of an extensive flood fight. The USACE proposes to permit and construct the Project; SBFCA will acquire easements, disposal sites, lands, and rights-of-way, and will provide a cost-share contribution with the state and USACE.

FEE SCHEDULE

ECORP has provided our Fee Schedule in a separate sealed envelope.

PROPOSED PROFESSIONAL SERVICES AGREEMENT MODIFICATIONS

ECORP has no proposed modifications to the Professional Services Agreement provided by the City of Turlock.

APPENDIX A

Resumes of Key Personnel

Order of Presentation:

1. Chris Stabenfeldt, AICP, Program Manager, CEQA/NEPA Task Manager
2. Jeremy Adams, Cultural Resources Task Manager
3. Seth Myers, Air Quality/Greenhouse Gas/Noise Task Manager
4. Thomas Scofield, Biological Resources/Regulatory Permitting Task Manager
5. Jeff Swager, GIS Task Manager
6. Theadora Fuerstenberg, RPA, Senior Archaeologist
7. Angela Haas, Staff Biologist
8. Richard Hanson, Senior Environmental Planner
9. Caroline Hinkelman, GIS Resources Analyst
10. Keith Kwan, Senior Biologist/Avian Ecologist
11. Diana Malarchik, RPA, Associate Archaeologist
12. Emily Mecke, Staff Biologist
13. Amberly Morgan, Senior Environmental Planner
14. Mark Morse, Senior Environmental Planner
15. Andrew Myers, GIS Resources Specialist/Licensed UAS Operator
16. Matteo Rodriguez, Assistant Environmental Planner
17. Matt Spaulding, Staff Biologist
18. Eric Stitt, Senior Biologist/Herpetologist
19. Kyleigh Turnquist, GIS Resources Specialist
20. Krissy Walker-Berry, Staff Biologist
21. Megan Webb, Staff Archaeologist
22. Lisa Westwood, RPA, Director of Cultural Resources
23. Michelle Wilson, Senior Environmental Planner
24. Daniel Wong, Staff Biologist
25. Rosemary Worden, Assistant Environmental Planner

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Chris Stabenfeldt, AICP

Program Manager and CEQA/NEPA Task Manager

Mr. Stabenfeldt is a certified planner, team and project manager and environmental analyst with more than 36 years of professional environmental and planning consulting experience, including more than eight years at ECORP. As Program Manager and CEQA Task Manager, he will be the primary point-of-contact with the County. He will maintain the master schedule and assemble the teams required to successfully complete each task order. He has managed comprehensive and complex environmental documents and planning projects for public agencies and private sector clients including documentation and related compliance activities under NEPA and CEQA throughout the west. He has a strong multidisciplinary background and has conducted technical studies in noise, air quality, geology, hydrology, infrastructure analysis, and land use policy assessment. Mr. Stabenfeldt has extensive experience managing the environmental compliance process for public agency clients throughout California. He has managed multiple environmental documents for Public Works improvements including streets, bridges, trails, water and sewer infrastructure, storm drainage, parks and public facilities. He is currently managing preparation of an EIR for a new expressway in Madera County and has recently completed support documentation for three bridges in Amador County and a segment of the Southeast Connector in Sacramento County.

Education

B.A., Environmental Studies, University of California Santa Barbara

MCRP Coursework, City and Regional Planning, California Polytechnic University, San Luis Obispo

Registrations, Certifications, Permits and Affiliations

- American Institute of Certified Planners
- American Planning Association
- Association of Environmental Planners

Professional Experience

Pitt Street and South Avenue Bridge Replacements, Technical Studies in Support of CEQA/NEPA, Amador County – City of Jackson (2014-2019). Project Manager for this project which involved replacing two existing bridges in the City of Jackson. ECORP was retained to prepare a Natural Environment Study (NES) and Water Quality Assessment Report (WQAR). Based on the findings of the initial field work, ECORP biologists also prepared a wetland delineation, rare plant survey and red legged frog habitat assessment in support of the NES.

Badger Street Bridge Replacement, Technical Studies in Support of CEQA/NEPA, Amador County – City of Sutter Creek (2012-2017). Project Manager in charge of this project which involves replacing an existing bridge over Sutter Creek. ECORP has been retained to prepare an Natural Environment Study (NES) and Water Quality Assessment Report (WQAR). Based on the findings of the initial field work, ECORP biologists are also preparing a wetland delineation, rare plant survey and red legged frog habitat assessment in support of the NES.

Capital SouthEast Connector Project Segment D2-EIR/Environmental Assessment (EA) Biological and Cultural Resources and Section 404 and Endangered Species Act Compliance – Subcontracted to CH2M for the Joint Powers Authority (JPA), City of Rancho Cordova and Sacramento County (2016-Ongoing). Project Manager for this project. ECORP is a key subcontractor for the preparation of the EIR/EA for Segment D2 of the Capital SouthEast Connector Project, serving as the lead for biological and cultural resources assessments and permitting support services. The Capital SouthEast Connector JPA is leading the effort to develop an expanded expressway serving as a 34-mile connector between Interstate 5, California State Route 99, and U.S. Highway 50 that will serve as a bypass of the City of Sacramento connecting the City of Elk Grove and El Dorado Hills. The Segment D2 Connector alignment is approximately 7.2 miles long, located along Grant Line Road through the City of Rancho Cordova and Sacramento County. It begins at State Route 16 (Jackson Highway) and ends at the White Rock Road/Grant Line Road intersection and will feature four traffic lanes, and accommodate bicycle, pedestrian, equestrian, transit, truck, and automobile travel. The JPA is the CEQA lead agency and Caltrans is the NEPA lead agency. ECORP conducted biological surveys of habitats and rare plants, a wetland delineation, and cultural resources pedestrian surveys necessary for biological and cultural resources NEPA/CEQA documentation and regulatory compliance. ECORP will prepare the Natural Environment Study (NES) and the biological and cultural setting, impacts, and mitigation sections of the EIR/EA. As lead for environmental permitting, ECORP will be preparing Clean Water Act Section 404 permit application, Section 1602 Streambed Alteration Agreement, and Endangered Species Act Biological Assessment.

Calaveras County Water District (CCWD) Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvements Project, Calaveras County – CCWD (2017-Ongoing). Project Manager in charge of managing the completion of environmental documentation under CEQA and permits required for the proposed project, which includes the replacement of 24,000 feet of eight-inch diameter pipeline located within and adjacent to State Route 4 within Caltrans right-of-way. A portion of the alignment near Hunter Dam Road falls within lands administered by the Stanislaus National Forest. CCWD anticipates utilizing funding by United States Department of Agriculture (USDA) Rural Development and that NEPA documentation will be prepared internally by USDA and/or U.S. Army Corps of Engineers (USACE). Technical studies prepared by ECORP will be structured to be NEPA compliant and will support preparation of the NEPA documents by the Federal Lead Agencies. The CEQA documentation focuses on impacts associated with construction of the pipeline. The key project issues revolve around near-term nuisance issues (i.e. noise, air quality, traffic delays) and resource issues (i.e. biological resources, cultural resources, Waters of the U.S).

West Antioch Creek Culvert, Contra Costa County – City of Antioch (2013-2018). Project Manager in charge of the preparation of Initial Study/Mitigated Negative Declarations (IS/MND) and subsequent CEQA documentation including production and distribution of IS/MND and public notices in support of the proposed channel improvement for the City of Antioch. ECORP was retained to prepare the CEQA documentation, carry out a cultural resources inventory and evaluation of the project area, survey and peer review biological documents, and supporting technical studies to assess potential impacts to air quality and noise. The City proposed to replace and upgrade a section of undersized concrete-lined and culvert channel that conveys West Antioch Creek past the frequently flooded intersection of 10th and O streets in the City of Antioch. The IS/MND evaluated six alternatives for the replacement and upgrade of the culvert section and included an evaluation of desilting of the remaining channel segment to the Sacramento River.

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Jeremy Adams

Cultural Resources Task Manager

Mr. Adams is a Cultural Resources Manager and Senior Architectural Historian with 11 years of experience in developing cultural resources management strategies and leading the implementation of cultural inventories, evaluations, effects analysis, and preparation of mitigation documents. He holds a Master of Arts degree in History (Public History), a Bachelor of Arts degree in History, and he meets the Secretary of the Interior's Professional Qualification Standards for Architectural History and History. Mr. Adams serves as principal investigator for all architectural history components of projects and is well versed in the practical application of the laws and regulations of Section 106 of the NHPA and CEQA. He is highly skilled at historical research and analysis and is familiar with numerous archives, libraries, museums, and other historical repositories throughout California. He has prepared historic contexts, property histories, and carried out architectural site documentation for buildings, structures, and historical landscapes. He has also prepared built-environment impact assessments and has developed mitigation measures for CEQA and Section 106 projects. In addition, he has carried out all three versions of HABS/HAER/HALS historical documentation, developed educational interpretive panels, has completed Caltrans SER documents, multiple versions of Finding of Effect documents, and has evaluated numerous historic-age buildings and properties, as well as assisted lead agencies with SHPO consultation. As the manager of ECORPs cultural resources department in Rocklin, he has led numerous cultural resources studies and is the principal investigator and author for multiple architectural history studies.

Education

M.A., History (Public History), California State University, Sacramento
B.A., History, California State University, Chico

Registrations, Certifications, Permits and Affiliations

- Member of the Society of Architectural Historians (SAH)

Professional Experience

Walnut Road and Taylor Avenue Intersection Improvements Project, Stanislaus County – City of Turlock (2016-Ongoing) Cultural Resources Task Manager responsible for the implementation and completion of the cultural resources technical studies necessary for the intersection improvements project. The project required cultural studies to be prepared in compliance with the Caltrans Section 106 Programmatic Agreement following the format and content outlined in the Caltrans Standard Environmental Reference. Cultural resources studies and documents prepared included preparation of an Area of Potential Effect (APE) map, Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), Historical Resources Evaluation Report (HRER), and consultation with lead agencies.

Royce Evans at Roble Road Project, Tuolumne County – Development Impact, Inc. (2017). Cultural Resources Manager responsible for planning strategy and implementation of the cultural resources inventory and evaluations for the Royce Evans at Roble Road Project located near Sonora, Tuolumne County. The project required a multi-phased approach to record and evaluate resources within the project impact area. Through project implementation, participated in conference calls and led strategy discussions that supported the TUD through the CEQA process for impacts to cultural resources.

Cultural Resources Studies Cuesta Heights Water Storage and Distribution Improvement, Tuolumne County – Tuolumne Utilities District (TUD) (2017-Ongoing). Cultural Resources Manager responsible for planning strategy and implementation of the cultural resources inventory and evaluations for the TUD Cuesta Heights Water Storage Project located near Sonora, Tuolumne County. The project required a multi-phased approach to record, evaluated, and prepare a finding of effect impacts assessment for resources within the project impact area. Through project implementation, participated in conference calls and led strategy discussions that supported the TUD through the CEQA process for impacts to cultural resources.

Cultural Resources Extended Phase I and II Excavations for Relinquishment of State Route (SR) 193, Placer County – California Department of Transportations (Caltrans) (2017-2018). Cultural Resources Manager responsible for the implementation and completion of the cultural resources technical studies necessary for the relinquishment project. The project required cultural studies to be prepared in compliance with the Caltrans Standard Environmental Reference in accordance with the Caltrans MOU under PRC 5024. Cultural resources studies and documents prepared included preparation of a Project Impact Map, Historical Resources Compliance Report (HRCR), Archaeological Survey Report (ASR), Archaeological Evaluation Report (AER) that included Extended Phase 1 Investigations, and consultation with lead agencies.

Capital SouthEast Connector Project Segment D2 – Biological and Cultural Resources for IS/MND/EA and Permitting, Sacramento County – subcontracted to CH2M for the Joint Powers Authority (JPA) (2016). Architectural Historian and Cultural Resources Task Manager responsible for the cultural resources study and evaluation for cultural resources investigations for a proposed access-controlled expressway along existing Grant Line Road. Duties included cultural resources pedestrian survey of entire project area which consisted of a 7.4-mile road alignment segment of Grant Line Road for the proposed road improvements.

Dry Creek Greenway Multi-Use Trail, Roseville, Placer County – City of Roseville (2012-Ongoing). Cultural Resources Task Manager responsible for the implementation and completion of the cultural resources technical studies necessary for the trail alignment project. The project required cultural studies to be prepared in compliance with the Caltrans Standard Environmental Reference. Cultural resources studies and documents prepared included preparation of an Area of Potential Effect (APE) map, Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), Archaeological Evaluation Report (AER) that included Extended Phase 1 Investigations, and consultation with lead agencies on the Finding of Effect.

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Seth Myers

Air Quality/Greenhouse Gas/Noise Task Manager

With 14 years of experience as an environmental planner and air quality/noise analyst, Mr. Myers is involved in the preparation of a full range of CEQA and NEPA environmental compliance and review documents including environmental impact reports. He has extensive expertise conducting air quality, greenhouse gas emissions, and noise analyses and has a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of CalEEMod, EMFAC2017, AERMOD, SoundPLAN, the Roadway Construction Model, the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model, and other industry standard emissions and noise modeling tools. In addition to typical land use development proposals, Mr. Myers specializes in the analysis of infrastructure projects. Such projects pose unique challenges to conducting technical emissions and noise-related modeling since they vary so widely as to outpace traditional model default options. Seth's years of experience and exposure to dozens of infrastructure-related technical analyses has provided him the know-how to adequately replicate all the proposed actions involved with a specific infrastructure project in order to disclose the most representative predictions and estimates.

Education

B.A., Environmental Studies and Planning (Minor in Biology), Sonoma State University

Registrations, Certifications, Permits and Affiliations

- Certified Arborist, International Society of Arboriculture (WE 7501A)
- California Native Plant Society

Professional Experience

Ebbetts Pass Project, Calaveras County – Calaveras County Water District (2017). The Calaveras County Water District (CCWD) proposed approximately 24,500 lineal feet of new water pipeline, hydrants, blow-off valves, and main line valves to replace existing facilities constructed in 1965. The existing Ebbetts Pass Reach 1 pipeline is predominately located within Caltrans SR-4 right-of-way (ROW) and the replacement pipeline will also be placed within the SR-4 ROW and constructed as close as practical to the existing pipeline, which is primarily located past edge of pavement within the south shoulder.

Big Stump/Redwood Mountain Fuels Restoration Project, Tulare County – Sequoia National Forest (2018). The Project, spanning 3,078 acres, proposes to use prescribed fire in combination with hand treatments to reintroduce fire into the landscape. Quantified criteria air pollutant and greenhouse gas emissions estimated to be releases as a result of this proposal with the Forest Service's *Suppose Emissions Model.*

Clay Street Realignment and Bridge Replacement Project, El Dorado County – City of Placerville (2016). The purpose of the proposed Project is to remove the functionally obsolete existing concrete

bridge and replace it with a new concrete bridge designed to current structural and geometric standards that will provide adequate, reliable, and safe service for traffic. The new bridge maintains access and improves safety for vehicular, pedestrian, emergency response, and bicycle traffic. In conjunction with the bridge replacement, the City of Placerville proposed to realign Clay Street, which allows conformance to the existing adjacent grade and geometrically tie into the Cedar Ravine Road/Main Street intersection.

Common Diversion Facility, Madera County – McCaffrey Homes (2017-2019). Analyzed air quality, greenhouse gas, and noise impacts for the proposed Project, which would remove the existing river intakes and replace them with a single intake structure, referred to as the Common Diversion Facility. As part of the proposed Project, the manmade cove where the existing intakes are located would be filled-in and the river bank would be restored and revegetated to more closely reflect natural riparian areas upstream and downstream of the Project site.

Wastewater Treatment Plant Improvements Project, Amador County – City of Jackson (2012). Analyzed the environmental issue topics of air quality, greenhouse gas emissions, and cultural resources in this EIR. This Project consisted of improvements to the City's wastewater treatment plant (WWTP) and changes to the associated discharge practices to comply with more stringent waste discharge requirements issued by the Central Valley Regional Water Quality Control Board. The City proposed to improve the WWTP (including wastewater treatment processes and effluent disposal methods) to meet the City's existing and future needs within the limits of the permitted capacity of the existing WWTP. A key issue involved improving the City's wastewater effluent quality and disposal method in a manner that protects the existing beneficial uses of Jackson Creek and Lake Amador.

Central Amador Water Project Pioneer Water Rehabilitation Project, Amador County – Amador Water Agency (2017). The Proposed Project would install a new pipeline in order to increase fire flow and improve the distribution system reliability in the Buckhorn Ridge and Carson Drive area of Amador County.

Sugar Pine Project Water Rights Permit Extension and Radial Gates Installation EIR/EIS, Placer County – Foresthill Public Utilities District (FPUD) (2019). Emissions/Noise Analyst for FPUD proposal to extend its Water Right 15375 and install radial gates at the dam's spillway to increase reservoir storage. This increase in storage will enable FPUD to meet the water needs of anticipated growth and development under the approved 2008 Foresthill Community Plan. Analyzed the environmental topic issues of AQ, GHG, noise, and energy consumption consistent with CEQA and NEPA requirements.

Doty North Canal Siphon Project, Placer County – Nevada Irrigation District (NID) (2019). Analyzed the potential emissions and noise-related effects of implementation of the Doty North Canal Siphon Project. Primary environmental issues include construction-generated noise.

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Thomas Scofield

Biological Resources/Regulatory Permitting Task Manager

Thomas Scofield has more than 29 years of professional experience (over 16 years with ECORP) working as a consultant to both public agencies and the private sector and has served as project manager and principal biologist for permitting and environmental assessment projects. He has conducted wildlife studies for a variety of terrestrial and aquatic species, including numerous studies involving federally and/or State-listed threatened and endangered wildlife species. Mr. Scofield has conducted numerous biological resource investigations, habitat assessments, and jurisdictional wetland delineations for proposed projects. He routinely assesses existing biological resource databases and on-site survey data to evaluate potential impacts to special-status species including federal and/or state listed species, U.S. Forest Service Sensitive species, CNPS listed species, migratory bird species, and regionally sensitive species protected under local ordinances. These assessments often include the development of detailed study plans, developing and implementing literature and field studies, data acquisition, data analysis, impact assessments, mitigation planning, and other environmental documentation.

Mr. Scofield has conducted studies and developed permits to meet the regulatory requirements of the federal Clean Water Act (Sections 401, 404 and 408), the federal Endangered Species Act (Section 7), the California State Endangered Species Act (2050-2068), the California Fish and Game Code Section 1602 governing activities that may affect fish and wildlife habitats associated with streams and lakes (LSA agreements), and for Central Valley Flood Protection Board Encroachment Permits. He has developed several Biological Assessments per the USFWS and NOAA/NMFS guidelines and has worked on a variety of CEQA and NEPA documents including numerous NegDEC's, EIR's, EIS's, and EA's.

Education

B.S., Biology. Humboldt State University, California

Registrations, Certifications, Permit and Affiliations

- Yolo County HCP/NCCP Qualified Biologist. Valid through 12-31-2023.
- The Wildlife Society
- California Waterfowl Association
- Ducks Unlimited
- California Department of Fish and Game, Wild Trout Project, Volunteer
- CDFG Scientific Collecting Permit (SC-007091)
- Wetland Training Institute – Wetland Delineation (1996)
- Wetland Training Institute – Advanced Hydric Soils (2003)

Professional Experience

As-Needed Resource Specialists Professional Services for Projects within California State Parks, California Statewide – California Department of Parks and Recreation. Since 2010, Mr. Scofield has

been serving as the on-call contract manager for the California Department of Parks and Recreation (CDPR) to provide Resource Specialist Professional Services in the discipline of Environmental Scientist for the Northern Service Center. Accordingly, Mr. Scofield has been responsible for developing and managing a variety of task orders and project work to assist CDPR at several State Parks including Armstrong Redwoods State Reserve, Mt. Diablo State Park, Olompali State Historic Park, Sutter Fort State Historic Area, Wilder Ranch State Historic Area, Castle Crags State Park, Napa-Bothe State Park, Annadel State Park, Marsh Creek State Historic Park, Fort Ross State Historic Park, Oceano Dunes State Vehicular Area, Millerton Lake State Recreation Area, and Prairie City State Vehicle Recreation Area. Task orders have included a variety of biological services tasks including focused species surveys, Waters of the U.S./wetlands and California Coastal Commission delineations, arborist surveys, construction monitoring, bat presence/absence surveys and exclusion plans, vernal pool branchiopod surveys, botanical surveys, fish capture and relocation, regulatory permitting compliance, and erosion control studies.

Environmental Services for the Pitt Street Bridge Replacement Project, Amador County - Development Impact Inc. (2014-2019). Biological Lead in charge of the biological resources technical studies and Natural Environment Study (NES) document preparation for the Pitt Street Bridge Replacement project that spans Jackson Creek. Authored the projects NES and oversaw the biological technical studies including a formal wetland delineation, a vegetation community delineation survey, and a California red-legged frog habitat assessment.

Environmental Services for the Badger Street Bridge Replacement Project, Amador County – Subconsultant to Development Impact Inc. (2012-2017). Biological Lead in charge of the biological resources technical studies and Natural Environment Study (NES) document preparation for the Badger Street Bridge Replacement project that spans Sutter Creek. Conducted biological technical studies including a formal wetland delineation, a vegetation community delineation survey, and a California red-legged frog habitat assessment, and has authored the project's NES and submitted a draft for California Department of Transportation's review.

Dry Creek Greenway Multi-Use Trail, Roseville, Placer County – City of Roseville As Subconsultant to Ascent Environmental (2012-Ongoing). Biological Task Manager in charge of developing the USFWS and NOAA/NMFS BAs in support of securing Section 7 compliance of the Endangered Species Act and in compliance with the Caltrans Standard Environmental Reference. The proposed project is a 4.25-mile, paved, multi-use trail that includes construction or modification of up to eight bridges to provide creek crossings throughout the trail alignment. Trail alignment construction activities, including "in-water" work areas will be needed to accommodate construction of bridges and other proposed project elements within the watersheds of Dry Creek, Cirby Creek, Linda Creek, and Strap Ravine. The NMFS BA addressed potential impacts to Central Valley steelhead, Central Valley steelhead Critical Habitat, and fall/late fall run Central Valley Chinook salmon Essential Fish Habitat at multiple locations that will have near water and in-water impacts. Due to the complexities of near and in-water impacts and Endangered Species Act species concerns, involved in ongoing liaisons with the Ascent, the City of Roseville, and NMFS.

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Jeffrey Swager

GIS Task Manager

Mr. Swager has 15 years of experience in the field of Environmental Science, Ecology and Geographic Information Systems (GIS). His experience includes Geographic Information Systems (GIS) database design, data management, computer based cartography, geoprocessing/spatial analysis; Global Navigation Satellite Systems (GNSS) data collection; and app based field data collection. Mr. Swager has extensive knowledge in the use of ESRI ArcGIS suite of products and GNSS products from Trimble and EOS, as well as data integration into popular formats such as AutoCAD, Google Earth, QGIS, Google Maps and Garmin MapSource. Mr. Swager has worked on projects throughout California and Nevada for both private and public clients. Mr. Swager's work has covered a wide array of topics including jurisdictional delineations, special-status species and cultural resources, many in support of large infrastructure projects, specific plans and regional conservation efforts.

Education

M.A.Sc., Environmental Management with specialization in GIS: Lincoln University, Christchurch, New Zealand

B.S., Ecology & Evolution: University of California, Santa Barbara

B.A., Environmental Studies: University of California, Santa Barbara

Registrations, Certifications, Permits and Affiliations

- URISA
- UCSB Environmental Studies Associates

Professional Experience

Sutter Creek, Badger Street Bridge Replacement Project, City of Sutter Creek, Amador County – Caltrans District 10. As a subconsultant to Development Impact Inc. and the City of Sutter Creek, Mr. Swager provided GIS and mapping assistance to the cultural and biological resources technical study teams for a bridge replacement in the town of Sutter Creek. Mr. Swager's responsibilities included field and data preparation, GPS data post-processing and report figure production.

Canal Road Bridge Replacement Project, Contra Costa County – Contra Costa County Department of Public Works. GIS Analyst responsible for mapping needs associated with a bridge replacement and road improvement project. Duties included working with county staff to develop impact numbers associated with the project as well as working with several engineers and sub-contractors in order to properly exchange and distribute project data.

Feather River West Reaches 14-16 Emergency Levee Repairs Project, Sutter County – Sutter Butte Flood Control Agency (2017-2018). GIS Analyst and Assistant Biologist for the Feather West River Reaches 14-16 Emergency Levee Repairs project. ECORP conducted Valley elderberry longhorn beetle

habitat analysis, vegetation mapping, and wetland analysis. ECORP prepared emergency permitting habitat analysis and overall biological monitoring web applications.

Capital SouthEast Connector Project Segment D2 – EIR/EIS Biological and Cultural Resources and Section 404 and ESA Compliance – subcontracted to CH2M for the Joint Powers Authority (JPA) (City of Rancho Cordova and Sacramento County. Lead GIS analyst for EIR/EIS biological and cultural resources and Clean Water Act Section 404 and ESA compliance for Segment D2 of the proposed expanded expressway serving as a connector between California State Route 99 and U.S. Highway 50 that will serve as a bypass of the City of Sacramento. Under subcontract to CH2M, ECORP lead the preparation of the terrestrial biology and cultural resources sections for the joint EIR/EIS and the environmental permitting. Mr. Swager was responsible for maintaining the projects' GIS database and production of figures and GIS analysis in support of the permitting efforts.

California State Parks Resource Specialists Professional Services for Projects within California State Parks, Northern Service Center. ECORP has been responsible for developing and managing a variety of task orders to assist CDPR at several State Parks including Armstrong Redwoods State Reserve, Mt. Diablo State Park, Olompali State Historic Park, and Prairie City State Recreation Vehicle Area. Task orders have included a variety of biological services tasks including spotted owl and marled murelett surveys, arborist surveys, construction monitoring, Alameda whipsnake monitoring, bat presence/absence surveys and exclusion plans, vernal pool branchiopod surveys, botanical surveys, and erosion control. Mr. Swager has provided GIS support for the contract, and his responsibilities have included field data processing, bathymetry analysis, sediment analysis and map production.

City of Sonora General Plan GIS, Tuolumne County – City of Sonora (2017). Assisted Development Impact Inc., with mapping tasks related to an update to the City of Sonora's general plan. Production of large format map and associated GIS dataset showing proposed changes to the City of Sonora's General Plan. General Plan maps and data are currently used by the City of Sonora for planning and emergency services.

California Department of Transportation District 9 U.S. Highway 395, Sheep Ranch Shoulder Widening Project, Mono County - Caltrans (2014). The proposed Project would widen the paved shoulders on HWY 395 from two feet wide to eight feet wide from post mile (PM) 80.6 to 84.1. The Project would also correct pavement cross-slopes, install ground-in rumble strip in the shoulders, stabilize road cuts, construct a retaining wall, and install metal beam guardrail. Mr. Swager served as GIS Analyst for the project with duties including, compiling and evaluating project line-work in order to establish a study area, map production, field data collection integration and the production of report figures.

14th Avenue Extension Project, Sacramento County – Ascent Environmental, Inc. /City of Sacramento (2013). GIS analyst in support of biological and cultural resources surveys for a road extension in Sacramento County. Duties included post-processing field collected GPS, integration into a project database and map production. Mr. Swager worked with biological and cultural staff in order to meet the needs and requirements of Caltrans and the City of Sacramento.

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Theadora Fuerstenberg, RPA

Senior Archaeologist

Ms. Fuerstenberg is a registered professional archaeologist with more than 15 years of consulting experience, specializing in Historic-era California, Prehistoric central, southeastern, northern coastal California, and the Great Basin. Her principal professional abilities include supervising the identification and treatment of cultural resources and preparation of technical documents as required for compliance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and Sections 106 and 110 of the National Historic Preservation Act (NHPA); conducting archival and background research; directing large and complex archaeological survey and archaeological excavations; directing and performing laboratory analysis of prehistoric and historic-era collections; and writing research designs, management plans, and reports for archaeological and cultural resource management projects. Additionally, she regularly facilitates client compliance with AB52. She manages large and complex projects daily which entail client communication, tracking dozens of staff, and various tasks including budgets and expenses.

Education

M.A. Cultural Resource Management, Sonoma State University

B.A., Anthropology, University of Minnesota

Registrations, Certifications, Permits and Affiliations

- Register of Professional Archaeologists
- Society for American Archaeology
- Society for California Archaeology
- Sacramento Preservation Society
- Women in Transportation Seminar

Professional Experience

Cultural Resources Studies for the Ebbetts Pass Reach 1 Water Transmission Pipeline and Canal Improvements Project, Calaveras County – Calaveras County Water District (2017). Archaeological Principal Investigator for subsurface test excavations at a prehistoric site in the southern Sierra Nevada foothills, and site recording and evaluation of prehistoric and historic-era sites along State Route 4 in Calaveras County. Led and oversaw research design preparation, field excavations, data analysis, and report preparation to support evaluations of eligibility for CEQA and Section 106 compliance. Coordination with US Forest Service and local Native American tribes.

Feather River Levee to Support Emergency Levee Repair, Sutter County – Sutter Butte Flood Control Agency (2018-2019). Senior Archaeologist responsible for creating and executing a comprehensive work

plan of archaeological test excavations in various locations of cultural sensitivity slated for utility replacement along the Feather River West Levee in Sutter County. Duties include managing field crew, instituting discovery procedures for archaeological deposits, and coordinating with County Coroner, local tribes, and Native American Heritage Commission on finds of human remains.

Cultural Resources Studies for the Cuesta Heights Water Storage Project, Tuolumne County – Tuolumne County Utilities District (TUD) (2017). Senior Archaeologist responsible for data analysis and report preparation for cultural resources inventory and evaluations for the TUD Cuesta Heights Water Storage Project located near Sonora, Tuolumne County. The project required a multi-phased approach to record, evaluated, and prepare a finding of effect impacts assessment for resources within the project impact area. Prepared all research and findings documents, oversaw subsurface testing and data analysis, and wrote evaluations in support of CEQA and Section 106 compliance.

California Department of Transportation (Caltrans) Relinquishment State Route 193, Placer County – Caltrans (2017-2018). Senior Archaeologist and Field Director, responsible for implementation and oversight of an XP1 archaeological testing program alongside State Route 193 to test for presence/absence of archaeological sites, in support of Caltrans relinquishing a portion of the highway to the City of Lincoln. Oversaw all field excavations and coordinated with Caltrans, the City of Lincoln, and the Native American Community.

On-Call Cultural Resources Services for California Department of Transportation (Caltrans) District 3, Central Valley: Sacramento, El Dorado, Placer, Yuba, Sutter, Yolo, Glenn, Colusa, Butte, Sierra, and Nevada Counties – Caltrans (2011-2014). Archaeological Supervisor and/or Crew Chief for various projects within Caltrans District 3 Counties: Marysville Pavement Rehabilitation Project-Supervising archaeologist, laboratory diagnostic analysis, and report author. Marysville, California; Smartsville Homestead Phase III – Data Recovery Excavations-Assistant field supervisor. Smartsville, California; and Nevada and Placer County Road Surveys and XP1 test excavations-Field archaeologist, site recoding, test excavations. Placer and Nevada Counties, California.

On-Call Cultural Resource Services Assistance for California Department of Transportation (Caltrans) District 1 (Del Norte, Humboldt, Lake, and Mendocino Counties) – Caltrans (2006-2014). Archaeological Supervisor, Crew Chief, Monitor, and/or Field Staff for various projects within Caltrans District 1 Counties: Willits Bypass Project-Field crew chief for XP1 test excavations, soil analysis, survey, and monitoring. Mendocino County, California; Seaside Data Recovery Excavations Multicomponent homestead on Seaside Beach-Second archaeological supervisor in Harris Matrix excavations methods. Fort Bragg, California; State Route 29 Roadside survey and Phase II test excavations-Field archaeologist on surveys, XPI and Phase II excavations at several sites along the State Route 29 corridor. Lake County, California; and Soda Bay Road-Field staff on site survey, XP1, and Phase II excavations at several sites along SR 29 and Soda Bay Road. Lake County, California.

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ENVIRONMENTAL CONSULTANTS

Angela Haas

Staff Biologist

Ms. Haas is a biologist specializing in avian ecology, bird surveys, and biological monitoring. Her previous work has included bird population surveys, nest surveys, and monitoring in a diversity of habitats; vegetation surveys; data management and analysis; construction monitoring; and a thesis project conducted on bird communities in the Central Valley of California. Ms. Haas has conducted radio-telemetry tracking of birds and assisted in bird-banding and radio-tagging efforts. Ms. Haas has also performed mist-netting of bats and fish net capture and handling of bats with gloves.

With ECORP, Ms. Haas has assisted with protocol-level and preconstruction raptor and nesting bird surveys; habitat assessments for special-status bird species and special-status species monitoring; habitat assessment and emergence surveys for bat species; construction monitoring; and regulatory permitting, compliance and mitigation implementation. Ms. Haas has also assisted in writing and development of management and avoidance plans, permit applications and species reports.

Education

M.S., Biological Conservation, California State University, Sacramento

B.S., Ecology & Evolutionary Biology, University of California, Santa Barbara

Registrations, Certifications, Permits and Affiliations

- Yolo County HCP/NCCP Qualified Biologist. Valid through 12-31-2023.

Professional Experience

Repairs of Existing Facilities of the Oroville Wildlife Area (OWA) Flood Stage Reduction, Sutter County – Sutter Butte Flood Control Agency (SBFCA) (2018-Ongoing). Biologist conducting preconstruction surveys and habitat assessments, biological monitor during construction, and assistant project manager aiding in project materials review and tracking. SBFCA plans to improve the connectivity of the Feather River to its historic floodplain, reduce flood stages within the main channel, provide more frequently inundated floodplain rearing habitat for salmonids, and reduce the extent of invasive plant species. Ms. Haas conducted multiple years of pre-construction nesting bird, Swainson's hawk and other raptor surveys, identifying species and locating nests within the project area. Ms. Haas conducted biological and construction monitoring for giant garter snake, western pond turtle, and other special-status species. Ms. Haas also assisted with habitat assessment surveys and nighttime visual and acoustic emergence surveys for bat species and assisted in the creation of a bat avoidance plan.

California Department of Transportation District (Caltrans) 9 Olancha-Cartago Four Lane, Inyo County – Caltrans (2019). Biologist who conducted protocol-level burrowing owl surveys and surveyed for desert kit fox habitat. The proposed project would widen U.S. Highway 395 from two lanes to four lanes

near the communities of Olancha and Cartago in Inyo County. ECORP was retained to conduct biological surveys for wildlife and botanical species for the project.

Douglas Road Phase 2, Sacramento County – City of Rancho Cordova (2018). Biologist in charge of conducting construction monitoring for biological species on the Project site. The City of Rancho Cordova is widening the approximately 6,800-foot segment of Douglas Road between Rancho Cordova Parkway and Americanos Boulevar.

Lassen County Storm Damage Repair Projects, Lassen County – Lassen County Public Works (2018). Biologist and Assistant Project Manager who aided in the preparation of reports for five individual projects. The Lassen County Public Works Department plans to conduct five storm damage repair projects to update existing infrastructure, including culverts and bridges. Assisted in the creation of five special status species assessments for these projects.

Bruceville Terrace, Sacramento County – KB Homes (2018). Biologist who conducted a preconstruction nesting bird survey of the site. KB Homes plans to construct single family residential lots with associated roadways on the 9.9-acre site.

California Department of Transportation District (Caltrans) 02H6604, Nevada County – Professional Tree Care (2018). Biologist who conducted a preconstruction nesting bird surveys of trees along multiple highways marked for removal. ECORP was retained to provide services related to biological and cultural resources for the project.

Centerpoint Building 3 Project, San Joaquin County – San Joaquin Council of Governments (2018). Biologist who conducted the habitat assessment survey and prepared the associated reports. Under an on-call contract with the San Joaquin Council of Governments, ECORP provides biological support services in support of the San Joaquin Multi-Species Habitat Conservation and Open Space Plan.

San Joaquin Street Transportation Facility, Sacramento County – Sacramento City Unified School District (2018). Assistant Project Manager who aided in report preparation. The Sacramento City Unified School District plans to relocate the District's Transportation Facilities via the construction of a new 24,085 square foot building, a 15,000+/- square foot warehouse and a parking lot within the project site. Assisted with the preparation of the bat survey exclusion report.

Tesoro Viejo Master Planned Community, Madera County – McCaffrey Homes (2018-Ongoing). Biologist and Assistant Project Manager in charge of providing mapping assistance and aiding in permit compliance and reporting. McCaffery Homes plans to develop the approximately 1,604-acre site into mixed-use commercial, retail, office, public institutional, and light industrial uses. Open space preserves and agricultural vignettes will also be included. Conducts materials tracking and review, permit compliance with local, state and federal agencies, and required reporting for the project. Assisted with GIS mapping of artificial structures within the preserve areas of the project.

Shadowbrook Lift Station and Force Main, Placer County – City of Roseville (2018). Assistant Project Manager who aided in the preparation of training materials. The City of Roseville plans to improve the resiliency of the existing Shadowbrook Life Station to sewer system overflows. Assisted in the preparation of environmental training materials for the Project including special status species such as chinook salmon, central valley steelhead, and western pond turtle.

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Richard Hanson

Senior Environmental Planner

Richard (Rick) Hanson has 28 years of experience in the design, implementation, and management of environmental impact studies. He is a recognized authority in CEQA (California Environmental Quality Act) and NEPA (National Environmental Policy Act) compliance and has working knowledge of regional, state, and federal regulatory requirements relating to biological, mineral, and water resources. Mr. Hanson has successfully managed the preparation of CEQA, NEPA, and joint documents for high-profile and controversial water supply, water and wastewater infrastructure, and surface mining projects throughout California. He offers a detailed understanding of hydrologic modeling processes, water quality analyses, and state and federal Endangered Species Act requirements. Mr. Hanson has facilitated streambed alteration agreements, NPDES permits, Section 404 permits, federal ESA Section 7 consultations and Section 401 water quality certifications.

As the primary CEQA consultant to the State Mining and Geology Board since 1993, Mr. Hanson has a working knowledge of the Surface Mining and Reclamation Act as it relates to CEQA, and he has personally prepared and amended a number of surface mining and reclamation plans. Through his work on projects in the Lake Tahoe Basin, he has demonstrated his ability to successfully facilitate projects in one of the most restrictive and complicated regulatory environments in the country.

Mr. Hanson has conducted numerous successful public agency scoping processes and public involvement programs and has coordinated the work of large teams of technical subconsultants. He has long-held working relationships with the US Army Corps of Engineers, the US Fish and Wildlife Service, the US Bureau of Reclamation, the California Department of Fish and Game, the California State Water Resources Control Board, the Central Valley and Lahontan Regional Water Quality Control Boards, the State Mining and Geology Board, the State Office of Mine Reclamation, the Tahoe Regional Planning Agency, and other regulatory agencies.

In addition to his work on resource development projects, Mr. Hanson has also conducted environmental reviews for general plan updates and amendments, specific plans, residential and mixed-use developments, and habitat restoration projects.

Education

M.S., Biological Sciences, California State University, Sacramento

B.S., Zoology, University of California, Davis

Registrations, Certifications, Permits and Affiliations

- Certified in Habitat Evaluation Procedures, U.S. Fish and Wildlife Service, 1987

Professional Experience

Wastewater Treatment Plant Expansion EIR, Yolo County – City of West Sacramento. EIR project manager for the City's proposed expansion of its wastewater collection, treatment, and disposal facilities.

The city anticipated rapid growth in its Southport area and other communities and considered two options for achieving its anticipated future wastewater treatment capacity: 1) the expansion of its existing wastewater treatment plant at South River Road, and 2) connection to the Sacramento County Regional Wastewater Treatment Plant near Freeport, CA.

Water Supply, Water Treatment, and Wastewater Treatment Facilities, California Statewide. Served as project manager or director for more than 50 CEQA and NEPA documents on water supply and infrastructure projects. Projects he has managed include MNDs, EIRs, and joint EIR- EISs on a range of projects including surface water treatment plant construction and expansions, wastewater treatment plant construction and expansions, water and wastewater master plan implementation, capital improvement programs, pipeline construction, above-ground storage tank construction, reservoir and dam construction for storage of raw surface water and recycled water, recycled water conveyance systems, pump stations, flume replacement, ground water storage and well development, hydroelectric plant relicensing, and surface water rights acquisitions.

Bear River North and Grasshopper Slough Levees Rehabilitation Project Initial Study, Yuba County – City of Wheatland. Prepared CEQA and NEPA documentation on levee construction and rehabilitation projects in California and has directed coordination with state and federal regulatory agencies in acquiring necessary permits for implementation of flood control projects.

Feather River Setback Levee Construction Project at Star Bend EIR, Sutter County – Sutter County Flood Control District 1. Prepared CEQA and NEPA documentation on levee construction and rehabilitation projects in California and has directed coordination with state and federal regulatory agencies in acquiring necessary permits for implementation of flood control projects.

Water Treatment Plant Expansion Master Plan and Pipeline Program/Project EIR, Placer County – City of Roseville. EIR project manager for the City of Roseville's 1999 Water Treatment Master Plan. The EIR was a combined program level/project level document addressing the long-term impact of plan implementation and the short term impact of Phase 1 facilities construction/operation at the City's Granite Bay treatment plant and pipeline. Also served as project manager for all subsequent environmental reviews for each of the expansion phases culminating in the 2006 supplemental EIR on the final phase of plant buildout. Implementation of the plan resulted in an increase in treatment capacity at the plant from 36 mgd, initially, to 100 mgd at buildout.

Other Representative Projects Managed or Served as CEQA/NEPA Technical Lead:

- Lower Cache Creek Resources Management Plan Technical Studies and Recommendations, Yolo County Community Development Department, Yolo County
- Cascade Flume Replacement Project EIR, Nevada County – Nevada Irrigation District
- Northeast Roseville Tank Replacement Project EIR/Environmental Assessment, Placer County – Roseville Environmental Utilities Department and U.S Environmental Protection Agency (USEPA)
- Project 184 Federal Energy Regulatory Commission (FERC) Relicensing CEQA Compliance, El Dorado County – El Dorado Irrigation District

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Caroline Hinkelman

GIS Analyst

Caroline Hinkelman has more than 13 years of experience specializing in Geographic Information Systems (GIS) Analysis and Wildlife Biology. Caroline's cartography background includes the use of ArcGIS software, managing Global Positioning Systems (GPS) data, creating project maps, developing databases, creating ArcGIS Online Collector Applications, and analyzing project impacts. Additionally, her GIS analyst experience includes using extensions for Geocoding data for address matching, Map Production Atlas Systems for large scale map production, and Spatial Analyst for various techniques for data analysis. Caroline's professional experience also includes conducting nesting bird and raptor pre-construction surveys, mitigation and construction monitoring, special-status species surveys, NEPA report writing, and stormwater erosion control inspections. Caroline has worked across the country on a variety of projects including jurisdictional delineations surveys, special-status species surveys, levee repair monitoring, railroad corridor biological surveys, freeway and highway corridor biological surveys, and cultural resources technical report maps.

Education

B.S., Aquaculture, Fisheries and Wildlife Biology, Clemson University, Clemson, South Carolina

Spatial Analyst and Model Builder Course, American River College, Sacramento, California

Registrations, Certifications, Permits and Affiliations

- Collector App and Survey 123 full day workshop, CalGIS, May, 2017
- California Endangered Species Act, Native Plant Protection Act, Plant Voucher Collecting Permit No. 2081(a)-15-113-V
- California Department of Fish and Wildlife, Scientific Collecting Permit number SCP-13398
- NorCal URISA, participating member since 2017
- GIS Certification Institute, certification in-process for GIS Professional
- The Wildlife Society, membership, participating member since 2010
- Sacramento GIS User Group, participating member since 2014

Professional Experience

Feather River West Reaches 14-16 Emergency Levee Repairs Project, Sutter County – Sutter Butte Flood Control Agency (2017-2018). GIS Analyst and Assistant Biologist for the Feather West River Reaches 14-16 Emergency Levee Repairs project. ECORP conducted Valley elderberry longhorn beetle habitat analysis, vegetation mapping, and wetland analysis. ECORP prepared emergency permitting habitat analysis and overall biological monitoring web applications.

Sutter Basin Flood Management Risk Project, Sutter County – Sutter Butte Flood Control Agency (2017-2019). GIS Analyst for the Sutter Basin Flood Management Risk project. ECORP conducted Valley elderberry longhorn beetle habitat analysis, vegetation mapping, and wetland analysis. ECORP prepared emergency permitting habitat analysis and overall biological monitoring web applications.

Oroville Wildlife Area Flood Stage Reduction Project, Butte County – Sutter Butte Flood Control Agency (2018-Ongoing). GIS Analysis and Assistant Biologist for the Oroville Wildlife Area Flood Stage Reduction project. ECORP conducted Valley elderberry longhorn beetle habitat analysis, vegetation mapping, and wetland analysis. ECORP prepared emergency permitting habitat analysis and overall biological monitoring web applications.

Rio Mesa Boulevard, Madera County – McCaffery Homes (2017-Ongoing). GIS Analyst for the biological resources assessment, special-status plant survey, and wetland delineation for the proposed Rio Mesa Boulevard project.

Rio del Oro, Sacramento County – Elliott Homes (2017-Ongoing). GIS Analyst for the approximately 3,800-acre Rio del Oro development project proposes to establish a 510-acre vernal pool and wetland preserve in the southern portion of the site containing vernal pools and other wetlands totaling approximately 30 acres. ECORP used LIDAR technology to analyze watersheds throughout property and designed mitigation wetlands. The project also proposes to establish a 187-acre riparian corridor open space area, and an off-site 160-acre wetland and vernal pool preserve. ECORP prepared analysis for the onsite and offsite.

Van Vleck Ranch, Sacramento County – Van Vleck Ranch, Inc. (2017-Ongoing). GIS Analyst for the Van Vleck Ranch project on the 3,979-acre working ranch located in eastern Sacramento County and western Amador County. ECORP prepared analysis for impacts to Swainson's hawk habitat, oak canopy habitat, and vernal pool habitat.

Amoruso Ranch Specific Plan, Placer County – Brookfield Sunset, LLC (2015–Ongoing). GIS Analyst for the 695-acre Amoruso Ranch Specific Plan, which includes and onsite preserve and two offsite mitigation properties. ECORP provided analysis onsite wetland impacts and onsite preserve and analysis for proposed construction of vernal pools within the offsite preserves. ECORP used LIDAR technology to analyze watersheds throughout property and designed mitigation wetlands.

Common Diversion Facility, Madera County – McCaffery Homes (2017-2019). GIS Analyst for Common Diversion Facility project located on the San Joaquin River in Madera County. ECORP provided habitat analysis for biological and cultural reports.

Calaveras County Water District (CCWD) (2017). GIS Analyst for General Plan Land Use data to create agriculture lands to determine water supply needs for the CCWD.

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Keith Kwan

Senior Biologist/Avian Ecologist

Mr. Kwan has 28 years of experience as a wildlife biologist and wetland ecologist. Mr. Kwan specializes in avian ecology, wetland delineations and wetland ecology, special-status species ecology, environmental impact assessment, regulatory compliance, and project management. He also has expertise in conducting biological resource assessments, bird censuses, special-status species surveys, general biotic inventories, and biodiversity monitoring of created, restored, and existing terrestrial habitats of California.

Mr. Kwan has expertise in delineation of waters of the U.S. and has delineated over a hundred sites throughout California, Nevada, and Colorado. He also has expertise in California's Central Valley annual grassland and oak woodland communities, having conducted hundreds of wetland and biological resource evaluations related to site development, impact assessment, CEQA compliance, CWA 404 compliance, and CDFW 1602 compliance.

Mr. Kwan's expertise in avian ecology includes numerous breeding bird surveys, nest monitoring, and pre-construction clearance surveys in support of various local, state and federal regulations (e.g. CEQA, CDFW 1602). He has developed studies utilizing focal survey and point-count methodologies to assess bird use. He has been an active birdwatcher throughout California and has participated in National Audubon Society Christmas Bird Counts for over 30 years.

Education

B.S., Biological Sciences, Emphasis in Biological Conservation, California State University, Sacramento

Registrations, Certifications, Permits and Affiliations

- Yolo County HCP/NCCP Qualified Biologist. Valid through 12-31-2023.
- Society of Wetland Scientists
- American Ornithological Society
- Western Field Ornithologists
- Raptor Research Foundation
- The Wildlife Society

Professional Experience

SouthEast Connector-Segment D2, Sacramento County – Subconsultant to CH2M (2016-Ongoing). Lead Biologist who conducted jurisdictional wetland delineations on the D2 Segment according to U.S. Army Corps of Engineers' standards such as the Arid West Regional Supplement (version 2.0). Waters of the U.S. mapped onsite include vernal pools, seasonal wetlands, seasonal wetland swales, ephemeral and intermittent drainages. Conducted rare plant surveys targeting a variety of vernal pool and wetland plants such as Boggs Lake hedge hyssop (*Gratiola heterosepala*), Ahart's dwarf rush (*Juncus leiospermus* var.

ahartii), legenere (*Legenere limosa*), Sacramento Orcutt grass (*Orcuttia viscida*), and slender Orcutt grass (*Orcuttia tenuis*), among others. The planned Capital SouthEast Connector is a 34-mile limited-access roadway spanning from the Interstate 5/Hood-Franklin interchange to the U.S. 50/Silva Valley Parkway interchange. The D2 Segment is located between State Route 16 (Jackson Highway) and White Rock Road in Sacramento County. As a subconsultant to CH2M, ECORP provided biological resource services, including CEQA/NEPA documentation, jurisdictional wetland delineation, and rare plant surveys.

Oroville Wildlife Area Flood State Reduction Project, Butte County – Sutter Butte County Flood Control Agency (2018-2019). The purpose of the proposed project is to improve the connectivity of the Feather River to its historic floodplain, reduce flood stages within the main channel, provide more frequently inundated floodplain rearing habitat for juvenile salmonids, reduce the extent of invasive plant species, and plan for future habitat restoration at the Oroville Wildlife Area. Mr. Kwan was lead biologist for nesting bird surveys performed during the 2018 and 2019 nesting seasons. Nesting birds encountered during this survey included red-tailed hawk, northern flicker, ash-throated flycatcher, tree swallow, and bushtit, among others.

Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvement Project, Calaveras County - Calaveras County Water District (2017). Lead Biologist who conducted a delineation of aquatic resources (potential Waters of the U.S.) within the Project study area. Aquatic resources delineated included seasonal wetland swales, seeps, intermittent and ephemeral drainages, and ditches. Conducted protocol level rare plant surveys within the Project study area. Documented rare plants identified onsite included small flowered monkeyflower (*Mimulus inconspicuous*) and yellowlip pansy monkeyflower (*Mimulus pulchellus*). Constructed in 1965, the existing welded steel facility delivers water treated from the District's Hunter Dam Water Treatment Plant to District customers located along the State Route 4 corridor from Avery, south and west, to services located approximately 4000 feet west of Forest Meadows Drive. The existing pipeline requires replacement due to age, poor condition and frequent repairs.

Canal Road Bridge Replacement Project, Contra Costa County – Contra Costa County Public Works Department (2013-2014). Lead Biologist and primary author of a Natural Environment Study-Minimal Impact (NES-MI) prepared as part of the technical studies pursuant to the California Department of Transportation (Caltrans) standards. The NES-MI was supported with field data collected by Sequoia Ecological Consulting and Nomad Ecology. In addition, provided oversight for the preparation of the Planning Survey Report prepared by Nomad Ecology, pursuant to the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP).

California Department of Transportation (Caltrans) District 9 U.S. Highway 395, Bridgeport Culverts Project, Mono County – Caltrans (2016). Lead Biologist who conducted preconstruction nesting bird surveys for the project impact areas, including a 300' radius surrounding the impact areas. Nesting birds encountered during this survey included yellow warbler cliff swallow (*Petrochelidon pyrrhonota*), barn swallow (*Hirundo rustica*), yellow warbler (*Setophaga petechia*), and Brewer's blackbird (*Euphagus cyanocephalus*). The Project would repair or replace 44 culverts at 41 locations on HWY 395 between Post Miles (PM) 72.5 and 86.0, in Mono County.

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Diana Malarchik, RPA

Associate Archaeologist

Ms. Malarchik is an Associate Archaeologist at ECORP Consultants, Inc. She holds a Master of Arts degree in Anthropology (Biological Anthropology), a Bachelor of Arts degree in Secondary Education with a minor in Spanish, in which she is fluent. Ms. Malarchik has over a year of full-time professional experience in field surveys and archaeological excavation for cultural resources in northern California and northern Nevada. Her experience includes serving as technical field staff on a wide range of cultural resources projects many involving inventories, evaluations, archaeological monitoring, and archaeological and built environment property evaluations. She is experienced in conducting field surveys focused on cultural resources, GPS mapping, artifact curation, data recovery excavation, and archaeological construction monitoring. Ms. Malarchik is also highly knowledgeable in the field of human osteology and has conducted multiple burial recoveries in the context of bioarchaeology and forensic cases.

Education

M.A., Biological Anthropology, University of Nevada, Reno

B.A., Secondary Education, minor in Spanish, University of Nevada, Reno

Registrations, Certifications, Permits and Affiliations

- Register of Professional Archaeologists
- Society for California Archaeology
- American Association of Biological Anthropologists
- Dental Anthropological Association

Professional Experience

Oroville Wildlife Area Task Oder 5, Butte County – Sutter Butte Flood Control Agency (2020) Associate archaeologist responsible for carrying out pedestrian survey and site update in the Oroville Wildlife Area outside of Oroville, California.

Rio Mesa Boulevard Road Alignment, Madera County – Morton & Pitalo, Inc. (2020) Associate Archaeologist responsible for carrying out cultural resources investigations for the proposed development along Highway 44 outside Fresno, CA. Duties included cultural resources pedestrian survey of the 200 -acre project area.

Sutter Basin (Cypress–Tudor) Elderberry Removal TO #3, Sutter County – Sutter Butte Flood Control Agency (2019). Associate archaeologist responsible for monitoring construction activity and documentation for elderberry bush removal along the levee of the Feather River. This included documenting conditions, site and artifact identification for archaeological resources.

Pacific Gas and Electric Company (PG&E) Pole Replacement Cultural Monitoring, Feather River West Levee Project, Sutter and Butte Counties – Sutter-Butte Flood Control Agency (2019). Associate archaeologist responsible for monitoring construction activity and documentation for the PG&E Pole Replacement project. Includes documenting conditions, site and artifact identification for prehistoric archaeological resources, and coordination with tribal monitors for the length of the monitoring (four weeks).

Test Excavations on the Feather River Levee to Support Emergency Levee Repair, Sutter County – Sutter-Butte Flood Control Agency (2018–2019). Associate archaeologist responsible for carrying out cultural resource investigations for in various locations of cultural sensitivity slated for utility replacement along the Feather River West Levee in Sutter County. Assisted in leading identification efforts for two unanticipated discoveries of prehistoric archaeological sites.

Weir Repair and Replacement Project, Butte County – City of Gridley (2019). Associate archaeologist responsible for pedestrian survey and recording of over sixty historic-period weirs and irrigation canals in Gridley, CA. Project included documentation of two historic-period bridges.

Lake County Highway 29 Improvement Project, Lake County – California Department of Transportation (Caltrans) (2019) Associate archaeologist responsible for monitoring construction activity and documentation for the Lake County Highway 29 Improvement Project. This included documenting conditions, site and artifact identification for prehistoric archaeological resources, and coordination with tribal monitors for the length of the monitoring.

E.A. 03-2H6504 Hazard Tree Removal Project, Placer and El Dorado Counties – California Department of Transportation (Caltrans) (2019) Associate archaeologist responsible for monitoring construction activity and documentation for tree removals around Highway 89 around Lake Tahoe. This included documenting conditions, site and artifact identification for pre-contact and historic archaeological resources for the length of the monitoring (5 weeks) and co-authoring the monitoring report.

Doty North Canal Siphon Replacement Project, Placer County – Nevada Irrigation District (2019) Associate Archaeologist responsible for carrying out cultural resources investigations for the proposed siphon replacement project. Duties included a cultural resources pedestrian survey of the 2-acre project area, and subsurface testing.

Cottonwood Creek Relocation Preliminary Project, Tehama County – Shasta Consulting Group, Inc. (2019) Associate Archaeologist responsible for carrying out cultural resources investigations for the AT&T LightGuide Project Fiber Optic Cable Repair – Phase 2 Project outside Cottonwood, CA. Duties included conducting a record search and archival research, cultural resources pedestrian survey of the 1.45-acre project area and authoring the inventory report.

Lassen County Fredonyer Trails Project, Lassen County – County of Lassen (2019) Associate Archaeologist responsible for carrying out cultural resources investigations for the proposed Fredonyer Butte Trail Project. Duties included a cultural resources pedestrian survey of the 513-acre project area.

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Emily Mecke

Staff Biologist

Ms. Mecke is a biologist with six years of professional experience involving regulatory compliance, biological resources, and California Environmental Quality Act (CEQA) compliance and documentation. She assists with regulatory permitting, including the preparation of U.S. Army Corps of Engineers (USACE) Clean Water Act (CWA) Section 404 permits, Regional Water Quality Control Board (RWQCB) CWA Section 401 Water Quality Certifications, California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement, and biological assessments to support Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS). She has experience with biological resources, including, floristic surveys, wetland delineations, special-status species surveys, open space monitoring and management, vegetation mapping, construction monitoring, and assisting with arborist surveys. She also has experience with habitat creation/restoration and preparation of mitigation and monitoring plans in compliance with permit conditions. Lastly, she has been responsible for research and preparation of comprehensive CEQA documents for public agencies and private sector clients and documentation for CEQA-related compliance activities.

Education

M.S., Environmental Management: Ecology Concentration, University of San Francisco.

B.S., Environmental Science and Management; Area of Interest: Ecology, Biodiversity, and Conservation, University of California, Davis.

Registrations, Certifications, Permits and Affiliations

- Yolo County HCP/NCCP Qualified Biologist. Valid through 12-31-2023.
- Basic and Advanced Wetland Delineation Training Course
- USFWS 10(a)(1)(A) permit TE-012973: federally listed branchiopods
- CDFW Scientific Collecting Permit S-191510007-19212-001

Professional Experience

Feather River West Reaches 14-16 Emergency Levee Repairs Project, Sutter County – Sutter Butte Flood Control Agency (2017-2018). Staff biologist/assistant project manager for the project. Assisted with an array of biological and regulatory tasks for the Feather West River Reaches 14-16 Emergency Levee Repairs project. Responsible for conducting Valley elderberry longhorn beetle habitat surveys and vegetation mapping. Also responsible for preparation of emergency permits and overall permit compliance and tracking.

Sutter Basin Flood Management Risk Project, Sutter County – Sutter Butte Flood Control Agency (2017-Ongoing). Staff biologist/assistant project manager for the project. Assisted with an array of biological and regulatory tasks for the Sutter Basin Flood Management Risk project. Responsible for

conducting biological surveys including Valley elderberry longhorn beetle habitat surveys, vegetation mapping, and wetland assessment. Also responsible for preparation of regulatory permits and notification and overall permit compliance and tracking.

Oroville Wildlife Area Flood Stage Reduction Project, Butte County – Sutter Butte Flood Control Agency (2018-Ongoing). Staff biologist/assistant project manager for the project. Assisted with an array of biological and regulatory tasks for the Oroville Wildlife Area Flood Stage Reduction project. Responsible for assisting with overall project management related to biological and regulatory tasks as well as project permit compliance and tracking.

Mid-Upper Sacramento River Regional Conservation Investment Strategy, Sutter County – Sutter Butte Flood Control Agency (2018-Ongoing). Staff biologist/assistant project manager for the project. ECORP was retained to participate in the Mid-Upper Sacramento River Regional Conservation Investment Strategy (RCIS) Steering Committee meetings on behalf of SBFCA. Responsible for meeting participate and review of draft RCIS documents.

Capitol SouthEast Connector D2 Expressway, Sacramento County – Capitol SouthEast Connector Joint Powers Authority (2016-2017). Associate Biologist on the project. The Capital SouthEast Connector Joint Powers Authority (Connector JPA) is proposing to develop the D2 Expressway Project (Project), an access-controlled expressway that will reconstruct Grant Line Road starting just north of the intersection of White Rock Road, moving south to State Route 16 (Jackson Highway) in Sacramento County, California. The project is approximately 7.2 miles long. ECORP was retained to provide biological resources, cultural resources, and regulatory support for the Project. Conducted the jurisdictional delineation and special-status plant survey for the Project and prepared the special-status plant survey report.

Rio Mesa Boulevard, Madera County – McCaffery Homes (2017). Staff Biologist who conducted a biological resources assessment, special-status plant survey and wetland delineation for the proposed Rio Mesa Boulevard project. Assisted with preparation of the Biological Assessment to support Section 7 consultation with USFWS and a CDFW Incidental Take Permit Application for several federal and state listed species.

West Sacramento Routine Maintenance Agreement, Yolo County – City of West Sacramento (2016). Project Manager for the project. ECORP was retained by the City of West Sacramento to assist with CEQA compliance and preparation of a CDFW) 1602 Streambed Alteration Agreement and Routine Maintenance Agreement notification for the West Sacramento Vegetation Management Project. The Project site consists of 33 parcels totaling approximately 81.75 acres of riparian corridor located adjacent to the western boundary of the Sacramento River between the intersection of West Lake Drive and River Crest Drive and Pioneer Memorial Bridge, City of West Sacramento, Yolo County, California. As Project Manager, reviewed CEQA documentation, prepared the 1602 Streambed Alteration Agreement and Routine Maintenance Agreement, and assisted with agency coordination between the City and CDFW.

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Amberly Morgan

Senior Environmental Planner

With over 12 years of experience in the industry, including two in the public sector, Ms. Morgan has experience in providing analysis and findings for various levels of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents such as environmental impact reports, initial study/mitigated negative declarations, categorical exemptions, preliminary environmental assessment reports (Caltrans), and findings of no significant impact. Ms. Morgan also has extensive experience preparing and reviewing technical studies to support preparation of CEQA/NEPA documents (e.g., visual impact assessments, community impact assessments, farmland conversion reports, hydrology/water quality studies, biological opinions, natural environment studies). Her project level/management experience includes various transportation, wind turbine, and development projects, as well as extensive Caltrans coordination.

Education

B.A., Environmental Studies, minor in Biological Science, California State University, Sacramento

A.S,. American River College

Registrations, Certifications, Permits and Affiliations

- Association of Environmental Professionals

Professional Experience

Rio Mesa Boulevard Project, Madera County – County of Madera (2018-2019). Environmental Project Manager for the County of Madera. The Proposed Project would construct a new north-south roadway consistent with a secondary arterial (4-lane undivided). Other improvements will include storm drainage collection and conveyance facilities as well as utilities trenches under the sidewalks. The project would serve the greater Tesoro Viejo Development and is included in the circulation element. Originally, ECORP prepared and circulated an IS/MND; however, the project was put on hold while design changes were considered. Due to the design changes and anticipated controversy the project has been elevated to an EIR. The project will also require acquisition of resource agency permits, mitigation monitoring and reporting program implementation, and construction monitoring.

Fourteenth Street/Villanova Drive Corridor Improvements – City of Davis (2018). Served as the Environmental Project Manager/NEPA Technical Lead for the City as a sub consultant to Alta Planning and Design. The project proposes to rehabilitate a roadway/pedestrian corridor. Physical improvements will include the construction of sidewalks, curbs, gutters, raised pedestrian islands, adjustment of existing utilities to finish grade, pavement markings and striping, flashing beacons and signage, buffered Class 2 bicycle lanes, speed tables, isolated areas of roadway structural section repair, asphalt concrete pavement grinding, and an asphalt concrete overlay. Other improvements may include the reconstruction of traffic signal detector loops and landscape irrigation. The project requires preparation of a Preliminary

Environmental Study form, Caltrans approved technical memorandums, and a Phase I ISA. A Categorical Exemption is expected to be prepared for CEQA, while a NEPA Categorical Exclusion will be prepared by Caltrans District 3 Local Assistance staff. The project also involves coordination with City Capitol Improvement Project staff and the project engineers. The project will also require consultation with Caltrans District 3 Local Assistance Staff.

CCWD Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvements Project, Calaveras County – Calaveras County Water District. Assisted in the preparation of environmental documentation under CEQA for the proposed project, which includes the replacement of 24,000 feet of eight-inch diameter pipeline located within and adjacent to State Route 4 within Caltrans right-of-way. A portion of the alignment near Hunter Dam Road falls within lands administered by the Stanislaus National Forest. CCWD anticipates utilizing funding by USDA Rural Development and that NEPA documentation will be prepared internally by USDA and/or USACE. Technical studies prepared by ECORP will be structured to be NEPA compliant and will support preparation of the NEPA documents by the Federal Lead Agencies. The CEQA documentation focuses on impacts associated with construction of the pipeline. The key project issues revolve around near-term nuisance issues (i.e. noise, air quality, traffic delays) and resource issues (i.e. biological resources, cultural resources, Waters of the U.S).

Beaudry – Routier Class IV Bikeway Project, Sacramento County – City of Rancho Cordova (2017). Environmental Project Manager/NEPA Technical Lead for the City as a subconsultant to Psomas Engineering. The project proposes to close gaps in the bikeway from the Lincoln Village and Bradshaw Woods residential areas to the River Bend Parkway and recreational area. The project involved the preparation of a Preliminary Environmental Study form and Caltrans technical studies, Phase I and II - ISA. A Categorical Exemption was prepared for CEQA, while a NEPA Categorical Exclusion was prepared by Caltrans District 3 Local Assistance staff. The project also involved coordination with City Public Works staff and a project engineer. The project required consultation with Caltrans District 3 Local Assistance Staff.

Sheldon Road/Bradshaw Road Intersection Project, Sacramento County – City of Elk Grove (2016). Project Manager/NEPA Technical Lead for this project. This project will widen the intersection of Sheldon Road and Bradshaw Road in the City of Elk Grove. The existing Sheldon Road/Bradshaw Road intersection is supported by a bridge that conveys water from the northeast to southwest quadrants of the intersection. In order to widen the intersection, the existing bridge under the intersection must be demolished and replaced by a new, larger bridge structure. The portion of a tributary to Laguna Creek that transects the intersection must also be realigned to accommodate the widened intersection. The City received federal Highway Bridge Rehabilitation and Replacement funding for the project, and it was subject to FHWA and Caltrans approval. The project included preparation of an Environmental Assessment, acquisition of resource agency permits (404, 401, 1602, and Section 7 Consultation), mitigation monitoring and reporting program implementation, and construction monitoring.

Mark Morse

Senior Environmental Planner

Mr. Morse has more than 30 years of experience, including serving as Environmental Coordinator for the City of Roseville for over 20 years. He has both public and private sector experience conducting environmental analysis in compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). As Roseville Environmental Coordinator, he oversaw CEQA compliance for all City programs and improvements including transportation, water, recycled water, wastewater, drainage/flood control, electric, and park and recreation capital improvement projects. He has overseen preparation of numerous environmental documents and supporting technical studies in accordance with CEQA and NEPA including environmental impact reports/environmental impact statements, initial studies/environmental assessments, negative and mitigated negative declarations/finding of no significant impact (FONSI), categorical exemptions, and preliminary environmental assessment reports (for Caltrans). He also has extensive experience with the preparation of specific plan EIRs and has led several natural resource agency early consultation processes for large scale specific plan development projects. He is intimately familiar with resource agency permit processes and requirements and routinely oversees state and federal permitting for infrastructure and land development projects. Mr. Morse is also experienced establishing open space preserves in accordance with regulatory requirements and reviewing and approving preserve operation and management plans, conservation easements and deed restrictions. His project management experience includes a wide range of projects as well as extensive Caltrans and resource agency coordination.

Education

B.A., Environmental Studies, University of California Santa Barbara

Registrations, Certifications, Permits and Affiliations

- American Planning Association (APA)

Professional Experience

Eureka/I-80 West Bound On-Ramp Improvement Project, Placer County – City of Roseville (2018). Served as the City's CEQA project manager and provided technical study and initial study oversight and review. This project includes replacement of the existing I-80 west bound on ramp and bridge over Miners Ravine with a new two-lane ramp that improves ramp meter stacking capacity and removes an existing pier from miners ravine improving fish habitat. The City of Roseville was a project partner with Caltrans and provided funding for the CEQA initial study/negative declaration. The project also requires state and federal permits including formal Section 7 Consultation with National Marine Fisheries Service (NMFS).

Industrial Boulevard Bridge Replacement Project, Placer County – City of Roseville (2016). Served as the CEQA/NEPA project manager for the City of Roseville. The project included replacement of an existing structurally deficient 2-lane bridge over the North Branch of Pleasant Grove Creek in the City of Roseville.

The project included preparation of a CEQA Initial Study/Mitigated Negative Declaration and NEPA FONSI based on technical studies. The project also required the following state and federal permits obtained: U.S. Army Corps of Engineers (USACE) 404 Permit; Regional Water Quality Control Board (RWQCB) 401 Permit; CDFW 1602 Permit. Key issues included, creek hydraulics, cultural resources and swallow nesting.

Oak Ridge Drive Bridge Replacement Project, Placer County – City of Roseville (2016). Served as the CEQA/NEPA project manager for the City of Roseville. This project included the replacement of an existing 2-lane bridge over Linda Creek in a residential neighborhood in the City of Roseville. Public outreach and community workshops were key components of the project. The project included preparation of a CEQA Initial Study/Mitigated Negative Declaration and NEPA FONSI based on technical studies. The project also required the following state and federal permits obtained: USACE 404 Permit; RWQCB 401 Permit; CDFW 1602 Permit. Key issues included, community concerns, construction noise and creek hydraulics.

Roseville Road Improvement Project, Placer County – City of Roseville (2014). Oversaw preparation of the CEQA initial study/mitigated negative declaration and related state and federal permitting for related seasonal wetland impacts (Section 404 and 401 permits). This project included reconstruction and realignment of approximately 1,500 feet of Roseville Road to eliminate a dangerous curve with high accident history.

Reserve Drive Extension Project, Placer County – City of Roseville (2010). Oversaw preparation of the CEQA initial study/mitigated negative declaration and related state and federal permitting. This project included an approximately 1,400-foot southerly extension of Reserve Drive to connect with Berry Street. The project included right-of-way acquisition and USACE Section 404 and Regional Water Quality Board Section 401 Permitting for seasonal wetland impacts.

Dry Creek Greenway East Trail Project, Placer County – City of Roseville (2018). Served as CEQA Project Manager/NEPA Technical Lead for the City of Roseville. The project involved a 4.25-mile multi-use trail along Dry, Linda and Cirby Creeks from the downtown area to the City's eastern boundary. An EIR was prepared for CEQA and Categorical Exclusion based on technical studies was prepared for NEPA compliance. The project included a trail head parking lot on Riverside Avenue, up to eight bridges, several retaining walls and related amenities. The project required the preparation a Caltrans Preliminary Environmental Study Form along with multiple technical studies for NEPA compliance. The project required extensive coordination with Caltrans District 3 Local Assistance Staff and Section 7 consultation with the USFWS and NMFS.

Shadowbrook Lift Station and Force Main, Placer County – City of Roseville (2018). Oversaw completion of an initial study/mitigated negative declaration for CEQA compliance. He also supervised state and federal project permitting which included a streambed alteration agreement from CDFW and CWA Section 404, and 401 permits from USACE and RWQCB. This project involved rehabilitation of an existing sewer lift station, including replacement of duel aging force mains across Dry Creek, increasing on site storage capacity and adding an on-site emergency generator. The project also required Formal Section 7 Consultation with NMFS and site restoration following construction.

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Andrew Myers

GIS Specialist/Licensed UAS Operator

Mr. Myers has over 8 years of experience collecting field data and using Geographic Information Systems (GIS) to support regulatory permitting and environmental projects. The majority of his experience is using ESRI products to support regulatory permitting and environmental compliance. His experience has involved public and private sector clients ranging from residential development to habitat conservation plans to infrastructure development and improvements. Mr. Myers also holds a FAA license to commercially operate UAS (Unmanned Aerial Systems) and has planned and implemented numerous UAS missions to collect current actionable aerial imagery and data.

Education

- B.A., Sociology with a Minor in Anthropology, University of California Santa Barbara, Santa Barbara
- Professional Certificate – Geographic Information Systems, University of California Riverside

Registrations, Certifications, Permits and Affiliations

- FAA Part 107 General Unmanned Aircraft License
- URISA (Urban and Regional Information Systems Association)

Professional Experience

Oroville Wildlife Area Flood State Reduction Project, Butte County – Sutter Butte County Flood Control Agency Lead UAS (Drone) Operator responsible for data collection and mission planning to identify special status vegetation within areas slated for water-conveyance improvement. Data collected via UAS was processed into current high resolution ortho-imagery. Using previously collected point data to establish baseline color signatures, biologist reviewed the imagery to identify additional vegetation communities inaccessible due to inundation. Data collected was used to work with CDFW and USFWS to maintain permit compliance for the project.

Technical Studies for Natomas North Precinct, Sacramento County – Natomas Joint Venture Area LLC. GIS Specialist responsible for legacy-project data-management and data compilation from landcover to support a number of academic lead regional studies to expand knowledge of the key species in the Natomas Basin. These have included extensive regional land cover mapping, GPS telemetry based Swainson's Hawk space use studies, and Giant Garter Snake genetic variability and habitat mapping. These efforts have contributed to multiple publications in both the white and grey literature.

Skyline Road Extension Project, Lassen County – County of Lassen GIS Specialist responsible for CAD data interpretation and data management for quick dynamic reporting of impacts to natural resources over multiple project design iterations in support of securing multiple environmental permits. The Skyline Road

Extension Project consists of constructing a new road segment to extend the existing Skyline Road to highway 36 south of Susanville.

Simmerhorn Ranch, Sacramento County – Elliott Homes, Inc. (2018-Ongoing). GIS Specialist responsible for data management and map production for various technical studies and permitting requirements in support of permitting. ECORP was retained to conduct biological and cultural resources studies for the Simmerhorn Ranch Project located in the City of Galt, Sacramento County, California, which is also within the South Sacramento Habitat Conservation Plan (SSHCP) boundary. prepared figures and managed the data for compliance with aquatic resources delineation and a biological resources assessment to support a SSHCP application for the Project.

Arroyo del Valle Realignment Project, Livermore – Alameda County "CEMEX" (CEMEX Construction Materials Pacific, LLC.). GIS Specialist responsible for data management and map production for cultural resources studies supporting reclamation plan amendment at the Eliot Quarry. Under the Eliot Quarry SMP-23 Reclamation Plan Amendment Project ("Project"), CEMEX proposes a revised Reclamation Plan that serves to adjust reclamation boundaries and contours, enhance drainage and water conveyance facilities, incorporate a public-use trail, and achieve current surface mining reclamation standards. The planned post-mining end uses are water management, open space, and agriculture.

National Trails Highway Safety Improvement at Four Bridge Locations, San Bernardino County – San Bernardino County, Department of Public Works. GIS Specialist and Field Director responsible for field data collection, data management and map production for cultural resources surveys at 136 separate bridge locations slated for replacement along National Trails Highway (Route 66) in unincorporated San Bernardino County. The County of San Bernardino's Department of Public Works is responsible for maintenance and safety of 136 bridges along an approximate 100 mile stretch of National Trails Highway (Route 66) in unincorparted San Bernardino County between the town of Dagget and the Mountain Springs Road. In coordination with Caltrans and SHPO Cultural Resources Inventory surveys were conducted at each bridge to document contributing features to the alignment.

UAS (Unmanned Aerial Systems) Operations for Documentation of Existing Conditions, Soledad Canyon, Los Angeles County – Cemex USA. Remote Pilot in Command responsible for safe operation and planning of UAS missions in support of documentation of existing conditions. Duties included identifying airspace and or any airspace restrictions within the project area, identifying safe area of operation, planning flight paths, and ensuring safe execution of the mission. Over 100 acres of streambed and vegetation were mapped, a photomap indicating location and direction of oblique photos was produced and low altitude videography documentation flight paths were mapped and provided via Google Earth

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Matteo Rodriquez

Staff Environmental Planner

Mr. Rodriquez has two years of experience with the California Environmental Quality Act (CEQA) team and gaining the knowledge required of a project manager. Upon joining ECORP, he was able to make an immediate impact through his experience working with naturally occurring asbestos (NOA). He has provided analysis and findings for various levels of CEQA and National Environmental Policy Act (NEPA) documents such as environmental impact reports, initial study/mitigated negative declarations, categorical exemptions, and findings of no significant impact. He also has experience reviewing technical studies to support preparation of CEQA/NEPA documents (e.g., visual impact assessments, hydrology/water quality studies, biological opinions, natural environment studies, Phase I ESA and Title V Environmental Hazards Review).

Education

B.S., Environmental Studies and Political Science, Santa Clara University

Professional Experience

Sugar Pine Reservoir, North Shirttail Creek, Placer County – Foresthill Public Utilities District (FPUD) (2015-Ongoing). Assistant Environmental Planner for the FPUD project that recently transferred 2,000 AF of water stored in Sugar Pine Reservoir to the Santa Clara Valley Water District. ECORP prepared the analysis to evaluate the water supply available for transfer without putting FPUD at risk. In addition, ECORP met with the U.S. Bureau of Reclamation to discuss timing of delivery to minimize environmental impacts and to negotiate a refill agreement. To monitor the status of Folsom Flood Control Operations, ECORP developed a tool that automatically downloads storage data for French Meadows, Hell Hole, Union Valley and Folsom Reservoirs, calculates the allowable Folsom Reservoir storage and compares that to actual Folsom Reservoir storage, identifying when FPUD can refill Sugar Pine Reservoir. The ECORP team is assisting the management team with the preparation of the environmental documentation as required by the Warren Act in support of the petition for the temporary change in place of use submitted to the State Water Resources Control Board.

California Conservation Corps, Willits Center, Mendocino County – California Department of General Services, Real Estate Services Division (DGS/RESD) (2019). Assistant Environmental Planner in drafting the IS/MND in support of the project. ECORP prepared the analysis for the relocation of the local CCC campus from Ukiah to a to-be-constructed facility in Willits. ECORP biologists worked with DGS contractors to minimize impacts to wetlands and obtain Section 401, 404, and 1602 permits. Additionally, ECORP provided AB 52 consultation and prepared a cultural resources inventory for the project.

E. George to Lake Wildwood Backbone Extension Pipeline Project, Nevada County – Nevada Irrigation District (NID) (2018-2019). Assisted in drafting the IS/MND for CEQA documentation. ECORP was retained by NID to provide complete environmental documentation under CEQA for the proposed NID

Elizabeth George to Lake Wildwood Backbone Extension Pipeline Project. Leg A of the proposed project involves installation of over 5 miles of new 16 to 20-inch underground pipe primarily in existing roadways with two cross country segments. The project is intended to provide back up to the Lake Wildwood Water Treatment Plant and extend service to parcels along the pipeline alignment. The CEQA documentation focused on impacts associated with construction of the pipeline. ECORP worked with NID staff to design the Project to avoid the need for permits. Additionally, ECORP prepared a Biological Resource Assessment and wetland delineation. ECORP also prepared a cultural resources inventory including a field survey and provided AB 52 consultation support.

Naturally Occurring Asbestos Monitor, Calaveras Dam Replacement Project (CDRP) in Santa Clara and Alameda Counties – SCA Environmental, Inc. (2016-2018). Naturally Occurring Asbestos Monitor, coordinating air quality sampling throughout the CDRP construction site in the Sunol Hills. Matteo operated in a hazardous construction environment, submitting daily asbestos filtration samples to Analytical Labs San Francisco's laboratory. Matteo maintained the mechanical wellbeing of air pumps and batteries, providing hardware and sampling design repairs when required and coordinated with the construction management team about changes to sample scheduling, haul truck routes, and various related internal projects (i.e. database presentation, land use activity, environmental conservation activities). Matteo also worked with environmental scientists to develop plans that better protected native species living in the construction area from disturbance.

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Matthew Spaulding

Staff Biologist

Mr. Spaulding is a biologist with over 4 years of professional experience conducting plant and wildlife field surveys, biological and construction monitoring, wetland delineations, arborist surveys, and biological resource evaluations. He has experience working with a variety of special-status species including giant garter snake, western pond turtle, California tiger salamander, foothill yellow-legged frog, California red-legged frog, California fairy shrimp and tadpole shrimp, western burrowing owl, various bat species, birds protected under the California Fish and Game Code and Migratory Bird Treaty Act, and state, federal, and CNPS protected California plant species. Mr. Spaulding has worked with local, state, and federal governments, as well as private industry clients.

Education

B.S., Degree Biological Sciences (Conservation Biology and Ecology), Arizona State University; In progress

A.S., Degree Environmental Conservation, American River College, California

Registrations, Certifications, Permits and Affiliations

- Yolo County HCP/NCCP Qualified Biologist. Valid through 12-31-2023.
- CDFW Scientific Collecting Permit SC-13817
- CDFW (SC-000108) Memorandum of Understanding California Tiger Salamander Field Assistant
- USFWS 10(a)(1)(A) permit TE-012973-10: Federally Listed Large Branchiopods
- WTI Wetland Training Institute Wetland Delineator Certification

Professional Experience

California State Parks – Ritchey Creek. ECORP was retained by California State Parks to conduct amphibian and fish surveys and to monitor environmental compliance during construction-related activities that would remove a fish barrier, recontour the stream topography, and install a new open bottom arch culvert in Ritchey Creek, located in Bothe-Napa State Park. In support of permit compliance, Mr. Spaulding served and a California Department of Fish and Wildlife (CDFW) and United States Fish and Wildlife Service (USFWS) approved biological monitor for all construction activities to ensure no take of wildlife or fish occurred, including special-status species considered to potentially occur in the project area: California red-legged frog, foothill yellow-legged frog, and Central Valley steelhead.

Sutter Buttes Flood Control Agency Flood Risk Management Project - Sutter County – Sutter Butte Flood Control Agency (2017). Served as biologist and conducted field surveys including vegetation mapping, wetland mapping, elderberry surveys, arborist surveys as well as conducted western yellow billed cuckoo surveys. Mr. Spaulding also monitored construction for this project to protect giant garter snake (*Thanmnophis gigas*) and valley elderberry longhorn beetle (*Desmoserus californicus dimorphus*).

Oroville Wildlife Area Flood State Reduction Project, Butte County – Sutter Butte County Flood Control Agency (2018). The purpose of the proposed project is to improve the connectivity of the Feather River to its historic floodplain, reduce flood stages within the main channel, provide more frequently inundated floodplain rearing habitat for juvenile salmonids, reduce the extent of invasive plant species, and plan for future habitat restoration at the Oroville Wildlife Area. Mr. Spaulding conducted valley elderberry longhorn beetle and nesting bird surveys and performed construction monitoring.

Douglas Road Widening Project, Sacramento County – Lennar Homes of California, Inc (2018). Construction Monitor who ensured compliance with all relevant permit requirement and dealt with biological resources found within the project area. The purpose of the project is to widen Douglas Road in the City of Rancho Cordova in order to provide improved infrastructure and adequate circulation for the adjacent developments, which will serve the anticipated growth in the City.

University Avenue, Whitney Ranch, Placer County – Sunset Ranchos Investors (2017). Biologist who performed fish rescue, western pond turtle surveys, nesting bird surveys, and biological compliance monitoring. The Northwest Rocklin Annexation Area Specific Plan project (Whitney Ranch) is a master planned community located within the City of Rocklin which is developing residential and commercial units, schools, community parks, and open space preserve areas. Ten existing temporary small diameter culverts were removed and replaced with three permanent 42-inch diameter culverts. Construction consisted of placement of earth embankment, installation of culverts with head/end walls, rock rip-rap energy dissipater to support the corresponding University Avenue roadway, and utility improvements.

Grant Line Road Sikh Temple, San Joaquin County – San Joaquin Council of Governments (2016-2017). Biologist who conducted pre-construction biological surveys for listed species and habitats. Under an on-call contract with the San Joaquin Council of Governments, ECORP provides biological support services in support of the San Joaquin Multi-Species Habitat Conservation and Open Space Plan. Numerous burrowing owls were documented. ECORP implemented passive relocation techniques and evicted owls from the property pursuant to measures stipulated in the SJMSHCP.

Rice Mill Pier Bat and Western Pond Turtle Survey, Yolo County – City of West Sacramento (2016). Biologist who conducted a dusk emergence and dawn re-emergence survey for bats at the Rice Mill Pier Bridge in West Sacramento along the Sacramento River. Night vision binoculars were used to assist during the survey, and many bats were observed foraging. One individual was observed roosting in a structure near the site. The bridge deck, abutments, and bridge piers were inspected for signs of bat use (guano, urine staining, etc.). Conducted a western pond turtle survey along the bank of the Sacramento River within the Project

Foresthill Public Utilities District, Placer County – Foresthill Public Utilities District and U.S. Forest Service (2018). Biologist who assisted in conducting foothill yellow-legged frog surveys and water flow monitoring. The Foresthill Public Utilities District proposes to release 2000 acre feet of water through Sugar Pine Dam to downstream recipients. At the request of the District, ECORP developed a monitoring plan and survey methodology for foothill yellow-legged frog (*Rana boylii*) within the Shirttail Creek Project area.

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Eric Stitt

Senior Biologist/Herpetologist

Eric Stitt is a non-game wildlife ecologist with more than 19 years of experience (8 years with ECORP). Mr. Stitt has worked throughout California and the western states, and has provided biological services in support of transmission lines, gas pipelines, solar arrays, military lands, FERC relicensing, wind power generation arrays, national parks and preserves, road and infrastructure projects; and for housing sector clients. Mr. Stitt is versed in vertebrate field inventory and survey techniques including herpetofauna visual encounter surveys; trapping of reptiles and amphibians; PIT-tagging; dip-net surveys of larval amphibians, and vernal pool branchiopods. Of particular interest to Mr. Stitt are the population and community biology, habitat relations, and biogeography of reptiles and amphibians. Mr. Stitt also focuses on problems related to invasive herpetofauna, conservation of biodiversity, and threatened and endangered non-game species. He presently holds permits for California red-legged frog (CRLF), California Tiger Salamander, giant garter snake (GGS), and salt-marsh harvest house.

Education

M.S., Wildlife and Fisheries Science, School of Natural Resources, University of Arizona, Tucson

B.S., Biology, California State University, Sacramento

Registrations, Certifications, Permits and Affiliations

- Yolo County HCP/NCCP Qualified Biologist. Valid through 12-31-2023.
- CDFG Scientific Collecting Permit (SC-004168) to Eric W. Stitt (covers non-game reptiles, amphibians, invertebrates, and mammals; allows take of California species of concern by hand and trap; contains MOU's for federally listed species). Valid through 8-28-20.
- State of California Authorization to Collect Voucher Specimens of State-Listed Plants (Number 2081(a)-18-059-V). Valid until 12-31-2020.
- Level I surveyor for blunt-nosed leopard lizard (25 survey days experience).
- USFWS Recovery Permit (#TE-012973-11.3): (California tiger salamander, California red-legged frog, giant garter snake, salt-marsh harvest mouse, listed vernal pool branchiopods).
- USFWS Recovery Permit (#TE-022225-3): (California red-legged frog) (sole permittee).
- USFWS Recovery Permit (#TE-27460A-1): (mountain yellow-legged frog-southern California DPS).
- USFWS-Authorized Biologist for desert tortoise, Coachella Valley fringe-toed lizard, giant garter snake, Sierra Madre yellow-legged frog, California red-legged frog, arroyo toad.

Professional Experience

Reach 22, Reaches 14-16, and Laurel to Oak Segments, Feather River West Levee Project, Sutter County – Sutter Butte Flood Control Agency (SBFCA) (2017-Ongoing). Mr. Stitt performs numerous duties on the Feather River West Levee Project. He serves as USFWS- and CDFW- approved lead monitor for GGS. He revised and updated the worker awareness training for GGS, and delivered the training to all subordinate biological monitors on the Laurel to Oak Avenue Segment. Mr. Stitt performed daily biological compliance monitoring and performed a preliminary wetland assessment and marked wetlands for protection during emergency repairs of the Reach 22 segment.

Star Bend to Cypress Avenue Levee Maintenance, Sutter County – SBFCA (2017-Ongoing). ECORP is assisting SBFCA with regulatory permitting and monitoring of sections of the 44-mile Feather River West Levee Project. Mr. Stitt performed a habitat assessment for GGS on this five-mile long levee improvement section.

Oroville Wildlife Area (OWA) Flood Stage Reduction, Sutter County –SBFCA (2018). SBFCA plans to improve the connectivity of the Feather River to its historic floodplain, reduce flood stages within the main channel, provide more frequently inundated floodplain rearing habitat for salmonids, and reduce the extent of invasive plant species. Mr. Stitt conducted biological and construction monitoring for GGS, western pond turtle, and other special status or protected species. Mr. Stitt conducted pre-construction nesting bird and raptor surveys, Swainson's hawk surveys, and identified nests within the project area. Mr. Stitt also performed preconstruction surveys for GGS and western pond turtle, and is lead biological monitor for GGS. He revised and updated the worker awareness training for GGS, and delivered the training to all subordinate biological monitors on the Laurel to Oak Avenue Segment.

Ledson Marsh Spillway Replacement Project, Annadel State Park – California Department of Parks and Recreation (DPR) (2018). DPR repaired the spillway at Ledson Dam in Annadel State Park to preserve the habitat of Ledson Marsh and help protect and enhance a known breeding population of CRLF as well as other native and locally important species (e.g., Western pond turtle). Spillway improvements will protect the marsh in perpetuity by preserving the integrity of the dam structure while allowing DPR to both control invasive bullfrog predation of native species (i.e., CRLF) and reduce the occurrence of invasive aquatic plants, which are degrading the existing marsh. Per the USFWS BO and correspondences with DPR District biologists, permitted biologists were needed to capture, handle, and relocate CRLF as encountered. Mr. Stitt was lead authorized monitor for CRLF. Numerous adult and juvenile red-legged frogs were removed from the work area, along with California newts and rough-skinned newts, and no take of listed species occurred during the work.

Ritchey Creek Fish Passage Barrier Removal Project, Bothe Valley Napa State Park – California State Parks (DPR) (2018). DPR will improve habitat and fish passage by removing an in-stream obstruction causing a fish passage barrier at the Ritchey Creek and Spring Road crossing and restoring a natural open bottom channel grade in the vicinity of the crossing. In addition, the project will remove a non-functioning culvert on a nearby unnamed gully located approximately 45 degrees north of the crossing that carries surface flow to Ritchey Creek. These improvements will enhance habitat for endangered salmonid and amphibian species, restore this reach of Ritchey Creek to natural stream channel grade, allow for natural hydrological events to redistribute stream materials in the project area, and reduce sedimentation associated with surface flow water currently resulting from non-functioning drainage structures. Vegetation removal and ground-disturbing activities associated with the removal of the fish barrier and construction could impact potentially occurring special status fish and amphibian species including Central Valley steelhead, foothill yellow-legged frog and CLFR. Mr. Stitt was authorized amphibian biologist and performed preconstruction surveys for CRLF and foothill yellow-legged frogs in preparation for the rebuild of the stream crossing upstream of picnic and camping facilities. He performed daily monitoring, fish removal/rescue dewatering, and completed daily monitoring logs. More than 50 California giant salamanders plus riffle sculpin and trout were moved safely from the work area.

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Kyleigh Turnquist

GIS Specialist

Ms. Turnquist is a GIS Specialist and Associate Biologist with experience in field work involving land use and wildlife. She has a diverse research background and has used GIS to create maps for existing and proposed infrastructure. She is also well versed in identifying species during field surveys, as she has completed surveys for birds such as the black-backed woodpecker.

Education

B.S., Environmental Science, William Jessup University

Professional Experience

Placer Vineyards Specific Plan, Placer County – The Placer Vineyards Owner's Group (2001-Ongoing). GIS Specialist involved in the preparation and compilation of individual resource maps and data for 24 separate participating properties (comprising ±4200 acres) and required offsite infrastructure improvements into comprehensive resource maps to support environmental analysis under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), and to support resource permitting under various government entities. This includes wetland delineations, habitat characterizations, vernal pool invertebrate survey data, other special-status species survey data, and various other report maps. She has also conducted in-depth on- and offsite development and infrastructure impact and alternatives analyses.

Natomas North Precinct Project, Placer County – Brookfield Natomas, LLC (2017). GIS Specialist responsible for assisting with a cultural resources inventory and evaluations for the ±3,000-acre Natomas North Precinct project located in Placer County and assisted the field staff with survey coverage analysis and figure creation.

South Lincoln Crossing Elementary School CEQA, Placer County – Western Unified School District (2017-Ongoing). GIS Specialist who assisted by creating figures of the location and biological resource assessments. At the request of the Western Placer Unified School District, ECORP was retained to assist in the planning of the development for the proposed ±15.2-acre Lincoln Crossing South Elementary Project in Placer County.

Placer Gold, Placer County – CP3500 Cincinnati, LLC (2017-Ongoing). GIS Specialist who assisted with creating potential preserve areas from aerial imagery as well as conducting impact analysis on existing wetlands. ECORP was retained to assist with an ±85-acre proposed subdivision in Rocklin.

Placer County Conservation Plan, Placer County – Salix Consulting, Inc. (2015-Ongoing). GIS Specialist who assisted in correcting the lidar data after being processed into Digital Elevation Models (DEMs) as well as creating models to classify the data to develop the Depressional Landscape Wetland

Index (DLWI), for which ECORP was retained for the Placer County Conservation Plan area located in Placer County. ECORP processed 261,000 acres of the Central Valley Flood Evaluation and Delineation (CVFED) and U.S. Forest Service lidar data into raster-gridded DEM for use in development of the DLWI.

Twelve Bridges New High School, Lincoln, Placer County – Western Placer Unified School District (2017-Ongoing). GIS Specialist who assisted by creating figures of the location, biological resource assessments, and on- and offsite alternatives analysis figures. At the request of the Western Placer Unified School District, ECORP was retained to conduct biological and cultural surveys and prepare regulatory permits for the project located in the City of Lincoln.

Merced Irrigation District On-Call Contract, Merced County – Merced Irrigation District (2017-Ongoing). GIS Specialist who assists with providing environmental support services to the Merced Irrigation District for compliance with five California Department of Fish and Wildlife Streambed Alteration Agreements. The five locations are: Gallo Bridge, Upper Black Rascal Creek, Upper Dry Creek, Highway 59 at Merced River, and Briceburg.

Technical studies included preconstruction surveys for California tiger salamander, American badger, foothill yellow-legged frog, western pond turtle, nesting tricolored blackbirds, Swainson's hawks, other raptors and other birds protected under the federal Migratory Bird Treaty Act. ECORP provided qualified construction monitors and worker environmental awareness and sensitivity training to construction personnel and contractors as required by the Streambed Alteration Agreements.

- **North Fork Stream Gauge Installation – 1602 Permit Application and Compliance, Merced County (2018-Ongoing).** Associate Biologist who assisted with writing the Biological Resource Assessment as well as creating figures of the location and biological resources.

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Kristina Walker-Berry

Staff Biologist

Ms. Walker-Berry is a biologist and project manager with more than twelve years of professional experience in field surveys, biological monitoring, preserve management, permitting, permit compliance, and report preparation for biological resources in both northern and southern California. Her experience includes serving as project manager on a wide range of projects, including preserve monitoring and management projects and projects with a large biological monitoring effort, preparing and coordinating with agencies for regulatory permits, and assisting clients with permit compliance. She is experienced in conducting arborist surveys, focused and general surveys for listed and sensitive plants, general surveys for non-native plants, vegetation mapping and assessment, jurisdictional wetland delineations, geographic information system (GIS) mapping, protocol surveys and habitat assessments for burrowing owls, nesting bird surveys, and biological construction monitoring. Ms. Walker-Berry has also conducted bald eagle, big horn sheep, vernal pool brachiopod, and arroyo toad surveys.

Education

B.S., Environmental Science, University of Redlands, Redlands, CA

Certificate in Field Botany, University of California, Riverside Extension, Riverside, CA

Registrations, Certifications, Permits, and Affiliations

- Yolo County HCP/NCCP Qualified Biologist. Valid through 12-31-2023.
- International Society of Arboriculture Certified Arborist (Number WE-11308A)
- International Society of Arboriculture Tree Risk Assessment Qualified
- State of California Authorization to Collect Voucher Specimens of State-Listed Plants (Number 2081(a)-13-123-V)
- California Department of Fish and Game Scientific Collecting Permit (Number 12584)
- Federal Fish & Wildlife Permit for Listed Large Branchiopods (wet & dry season sampling) (TE-012973-11)

Professional Experience

Oroville Wildlife Area Flood State Reduction Project, Butte County – Sutter Butte County Flood Control Agency (2018-2019). The purpose of the proposed project is to improve the connectivity of the Feather River to its historic floodplain, reduce flood stages within the main channel, provide more frequently inundated floodplain rearing habitat for juvenile salmonids, reduce the extent of invasive plant species, and plan for future habitat restoration at the Oroville Wildlife Area. Ms. Walker-Berry serves as the environmental coordinator and biological construction monitor manager for the project. She conducted Valley elderberry longhorn beetle (VELB) surveys, coordinated staff for multiple surveys and construction

monitoring, monitored elderberry transplanting, and worked with CDFW and USFWS to maintain permit compliance for the project.

Feather River West Reaches 14-16 Emergency Levee Repairs Project, Sutter Butte Flood Control Agency, Sutter County (2017-2018). ECORP is assisting with the emergency repair of 2.9 miles of existing cutoff wall and levee adjacent to the Feather River previously constructed in 1999/2000 by the USACE. This project will repair deficiencies identified by the Sutter Butte Flood Control Agency (SBFCA) to the existing cutoff walls and is intended to protect Yuba City. Ms. Walker-Berry serves as the biological construction monitor manager for the project. She conducted surveys for oak trees, coordinated staff for multiple surveys and construction monitoring, and coordinated and completed various reporting types to keep this high-profile project in compliance with multiple mitigation and permitting requirements.

Laurel Avenue Critical Repair Project, Sutter County – Sutter Butte Flood Control Agency (2017-2018). Biological Monitor Manager for the project who conducted surveys for oak trees, coordinated staff for multiple surveys and construction monitoring, and coordinated and completed various reporting types to keep this high-profile project in compliance with multiple mitigation and permitting requirements. ECORP is assisting with the emergency repair of one mile of existing cutoff wall and levee adjacent to the Feather River.

South Avenue Bridge Replacement Project, Jackson, Amador County (2016-2017). Staff Biologist who assisted with the 401 and 1602 applications and coordinated field staff conducting the special-status plant surveys. This project involved the removal of an old bridge, construction of a new bridge adjacent to the old bridge, with a realignment of the existing creek channel to reduce flood potential.

North Sherwin Shoulders Botanical Survey, Mono County – California Department of Transportation (Caltrans) (2018). Staff Biologist who conducted a habitat and special-status plant survey within the biological study area and wrote the report. Caltrans plans to widen the shoulders along a 2.8-mile stretch of U.S. Route 395.

Caltrans State Route (SR-)138 Project, Los Angeles County – California Department of Transportation (Caltrans) District 7 (2015-2017). Staff Biologist who conducted special-status plant surveys, protocol burrowing owl surveys, and assisted with coordinating staff for survey efforts. The Caltrans SR-138 project is a ±36-mile-long road-widening project located along the northwestern border of Los Angeles County and spans from Lancaster to Lebec.

High Desert Corridor, Special-Status Species Surveys, Los Angeles and San Bernardino County – California Department of Transportation (Caltrans) (2012-2015). Staff Biologist who conducted early season special-status plant surveys and seven protocol level southwestern willow flycatcher surveys. One southwestern willow flycatcher was positively identified in each survey while permit holder played a vocalization. Permit Holder: Benjamin Smith. Permit Number: TE-67390A-0. Incidentally heard and observed least Bell's vireo (*Vireo bellii pusillus*) during each survey. The Los Angeles Metro plans to build a new 63-mile highway from Victorville to Lancaster, linking SR 14 in Los Angeles County with SR-18 in San Bernardino County.

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ENVIRONMENTAL CONSULTANTS

Megan Webb

Staff Archaeologist

Ms. Webb is a staff archaeologist with five years of professional experience in field surveys, archaeological monitoring, and report preparation for cultural resources in northern California. Her experience includes serving as technical field staff on a wide range of cultural resources projects many involving inventories, building evaluations, archaeological monitoring, contractor awareness training, and archaeological and historical property evaluations. She is experienced in conducting field surveys focused on cultural resources, GPS mapping, artifact curation, data recovery excavation, and archaeological construction monitoring.

Education

B.A., Anthropology, California State University, Chico

Professional Experience

Oroville Wildlife Area Flood Stage Reduction Project, Butte County – Sutter Butte Flood Control Agency (2018-2019). Staff Archaeologist responsible for carrying bi-monthly monitoring of Environmental Sensitivity Area (ESA) fence condition for the Oroville Wildlife Area. Duties include bi-monthly monitoring of ESA fencing, monitoring removal of the ESA fencing, and contributions to the conservation easement monitoring annual report.

Ebbetts Pass Reach 1 Water Transmission Pipeline Capital Improvements Project, Calaveras County – KASL Consulting Engineers, Inc (2017). Associate Archaeologist responsible for carrying out cultural resources investigations for a proposed pipeline replacement project. Duties included a Central Coast Information Center records search, subsurface testing at one prehistoric archaeological site, and co-author to the cultural resources inventory and evaluation report.

Long Valley Creek Bridge 7C-19 Repair, Lassen County – County of Lassen, Department of Public Works (2017). Associate Archaeologist responsible for carrying out cultural resources investigations for a proposed emergency bridge repair project in Lassen County. Duties included a Northeast Information Center records search, a cultural resources pedestrian survey of the 0.66-acre project area, and author of the cultural resources letter report.

Tesoro Viejo Specific Plan Area, Madera County – McCaffrey Homes (2015-2019). Associate Archaeologist responsible for carrying out cultural resources investigations for the Tesoro Viejo Specific Plan Area in Madera County. Duties included contributions to the cultural resources compliance summary letter report and cultural resources evaluation of the bridges crossing the Madera Canal.

Hackstaff Road Bridges Replacement Project, Lassen County – Lassen County of Public Works (2014). Assistant Archaeologist responsible for carrying out cultural resources investigations for the replacement of two bridges along Hackstaff Road within Lassen County. Duties included conducting Native

American coordination, assistance with the Historic Property Survey Report form, Geoarchaeological Plan Report, and the Extended Phase 1 Work Plan Report.

Intersection Improvement at Walnut Road and Taylor Road – Turlock On-Call, Stanislaus County – California Department of Transportation (Caltrans) (2017). Associate Archaeologist responsible for carrying out cultural resources investigations for a proposed intersection improvements project in the City of Turlock. Duties included a Central Coast Information Center (CCIC) records search, a cultural resources pedestrian survey of the Walnut Road and Turlock intersection right-of-way, and contributions to the Archaeological Survey Report and Historic Resources Evaluation Report.

SR-193 Relinquishment Project, Placer County – California Department of Transportation (Caltrans) (2014). Associate Archaeologist responsible for carrying out cultural resources investigations for a proposed relinquishment of SR-193 project. Duties included a cultural resources pedestrian survey of the SR-193 right-of-way between PM 1.34 and PM 2.57 and contributions to the Archaeological Survey Report and Historic Resources Evaluation Report.

Fredonyer Butte Trail, Lassen County – County of Lassen Department of Public Works (2019). Staff Archaeologist responsible for carrying out cultural resources investigations for a proposed recreational trail development project in Lassen County. Duties included a cultural resources pedestrian survey of the project area and contributing author to the cultural resources inventory report.

Merced Irrigation District North Fork Stream Gauge Station, Mariposa County – Merced Irrigation District (2019). Staff Archaeologist responsible for carrying out cultural resources investigations for a proposed stream gauge station project. Duties included a cultural resources pedestrian survey of the 0.31-acre project area on the bank of the North Fork Merced River, and contributions to the cultural resources inventory report.

Doty Ravine North Canal Replacement Project, Placer County – Nevada Irrigation District (2019). Associate Archaeologist responsible for carrying out cultural resources investigations for the proposed siphon replacement project. Duties included a cultural resources pedestrian survey of the two-acre project area, archival research, historic-age evaluations, and contributing author to the cultural resources inventory and evaluation report.

Folsom South of U.S. Highway 50 Specific Plan Project, Mitigation of Carpenter Ranch Contributing Elements, Folsom, Sacramento County – Folsom Owner's Group (2019). Staff Archaeologist responsible for carrying out cultural resources investigations for 30 contributing elements of the Rhoades' Digging Mining District within the Carpenter Ranch Property. Duties included documentation of the 30 contributing elements, which consisted of revisiting and updating each contributing element of the district. Documentation consisted of recording any updated site boundaries or features, UAS drone photography and videography, lidar mapping analysis, and creating a contributing element package for each resource.

Pine Grove Tank Replacement Project, Amador County – Pine Grove Community Services District (2018). Associate Archaeologist responsible for carrying out cultural resources investigations for the water tank replacement project. Duties included contributions to the cultural resources assessment report.

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ENVIRONMENTAL CONSULTANTS

Lisa Westwood, RPA

Director of Cultural Resources

Lisa Westwood is a Registered Professional Archaeologist with nearly 25 years of cultural resource management experience. She exceeds the Secretary of the Interior's Professional Qualifications Standards for prehistoric and historical archaeologist and serves as principal investigator for cultural resources services required for compliance with Section 106 of the National Historic Preservation Act and CEQA. Her technical areas of expertise include advanced Section 106 compliance and consultation, cultural resources laws and regulations, preparation and negotiation of agency agreement documents (Programmatic Agreements and Memoranda of Agreement), space heritage, human bone (osteological) identification and analysis, historical archaeology, and lithic debitage identification. She is well versed in impact assessment and development of mitigation measures for CEQA and Section 106 projects, including on-call and task-order based contracts. Her previous experience as a CEQA/NEPA project manager gives her a broader perspective of regulatory compliance issues, and she is recognized by the private and public sector for her ability to build consensus among stakeholders and solve complex problems quickly and effectively. She is an active member of the Department of Anthropology faculty at California State University-Chico and Butte College.

Education/Certifications

M.A., Anthropology, Eastern New Mexico University

B.A., Anthropology, University of Iowa

Registered Professional Archaeologist, No. 11692

Registrations, Certifications, Permits and Affiliations

- Registered Professional Archaeologist, No. 11692
- State of Nevada Antiquities Permit-Principal Investigator (Statewide, non-federal lands)
- Bureau of Land Management, California Archaeological Investigations Permit-Principal Investigator
- Bureau of Land Management, Nevada Cultural Resource Use Permit-Principal Investigator
  Representative Professional Experience
- San Diego County Approved Archaeologist
- For All Moonkind, Archaeology, Science and Heritage Advisory Council Member
- California Building Industry Association
- Society for California Archaeology

Professional Experience

Assembly Bill 52 Compliance, Statewide (2015-Ongoing). Contributed to the negotiation of the bill language by providing technical input to the attorneys representing the California Building Industry Association and California Chamber of Commerce in their negotiation with the governor's office and

Assemblyman Gatto's office regarding the amendment to CEQA for tribal cultural resources. Subsequently, developed an agency and planner training workshop that has been delivered and presented nearly 80 times. Developed formal Standard Operating Procedures for the County of San Bernardino, County of Contra Costa, City of Folsom, City of Belvedere, County of Placer, City of Carlsbad, City of Yuba City, and City of Roseville to assist them in developing a standardized and more legally defensible program of compliance with the new tribal consultation requirement under CEQA. In addition, responsible for guiding agency clients through project-specific tribal consultation under AB 52 and SB 18, often for the City of Folsom and City of Yuba City.

Feather River West Reaches 14-16 Emergency Levee Repairs Project, Sutter Butte Flood Control Agency, Sutter County (2016-2018). Project Manager and Principal Investigator for the emergency permitting and cultural resources compliance under Section 106 NHPA. Responsible for the cultural resources survey, evaluations of eligibility of historic and prehistoric archaeological sites, and preparation of technical reports.

Sutter Basin Flood Management Risk Project, Sutter Butte Flood Control Agency and US Army Corps of Engineers, Sutter County (2017-Ongoing). Project Manager and Principal Investigator for the permitting and cultural resources compliance under Section 106 NHPA. Responsible for the cultural resources survey, evaluations of eligibility of historic and prehistoric archaeological sites, and preparation of technical reports.

Oroville Wildlife Area Flood Stage Reduction Project, Sutter Butte Flood Control Agency, Butte County (2018-Ongoing). Project Manager and Principal Investigator for the cultural resources compliance under Section 106 NHPA and CEQA, after taking over for the previous consultant. Responsible for implementing the mitigation measures for cultural resources and coordinating with SBFCA and engineers on implementation through construction.

Laurel Avenue Critical Repair Project, Sutter Butte Flood Control Agency, Sutter County (2017). Project Manager and Principal Investigator for the cultural resources compliance under Section 106 NHPA and CEQA, after taking over for the previous consultant. Responsible for cultural and tribal monitoring, compliance with the mitigation measures for cultural resources, and coordinating with SBFCA and engineers on implementation through construction.

Feather River West Levee Project, Sutter Butte Flood Control Agency, Sutter County (2015-Ongoing). Tribal liaison between the Sutter Butte Flood Control Agency and the United Auburn Indian Community, and federal and state agencies as it relates to a legal dispute over impacts to sacred lands associated with a critical levee repair project in Butte and Sutter counties. The dispute stemmed from a discovery of tribal cultural materials during project construction in 2014. For over 15 months, ECORP mediated a comprehensive Settlement Agreement to resolve the dispute and assisted in the preparation of a Supplemental EIR for the project. ECORP is currently serving as the Cultural Compliance Officer for the project in meeting the obligations under the Settlement Agreement as the Agency resumes construction.

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ENVIRONMENTAL CONSULTANTS

Michelle Wilson

Senior Environmental Planner/Senior Biologist

Ms. Wilson is a senior environmental planner/senior biologist with more than 27 years of experience, specializing in both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, permitting, and biological services. Ms. Wilson has worked as an environmental consultant, as well as a senior planner working for Santa Barbara County's Planning and Development Department and Santa Barbara County's Flood Control District/Water Agency, and has worked for a large oil and gas company on California's central coast, Freeport-McMoRan Oil and Gas (formerly PXP).

Since 1997, she has authored and managed more than 30 CEQA, NEPA, or joint documents including for the oil and gas industry, Caltrans and the Federal Highway Administration (FHWA), the Air Force, the National Oceanic and Atmospheric Administration (NOAA), USDA, and various municipalities. Projects include; infrastructure including tertiary wastewater treatment facilities (for reclaimed water and potable reuse); pipeline repair projects; new electrical lines, telecommunications towers, and utility-scale solar projects; Interstate-5 interchange projects, major bridge replacement and repair projects, and road repair projects; rocket launches and space vehicle landings; large management plans, Specific Plans, and General Plan Updates; mixed-use, commercial, and residential development; and new schools and college master plan updates.

Ms. Wilson has processed major conditional use permits (CUPs), development plans, tract maps, lot line adjustments, rezones/General Plan Amendments, land use permits, coastal development permits, Williamson Act withdrawals, and California Government Code Section 65402 determinations, and has experience at preparing Section 4(f) evaluations, FONPAs, supporting Section 106 consultations, as well as applying for resource agency permits and approvals (Section 10/404 permits, Section 401 Water Quality Certifications, 1600 Streambed Alteration Agreements, Coastal Consistency Determinations, California State Lands Commission leases, NPDES permits, and section 7 consultations with USFWS and NMFS).

Education

B.A., Environmental Science (Biology) & Minor in Resource Management, University of California, Berkeley

Registrations, Certifications, Permits and Affiliations

- Roadway Worker Protection (RWP) Trained (Caltrain) – 2016-present
- Association of Environmental Professionals (AEP) – 2006-present
- San Luis Obispo Chamber of Commerce, Economic Development Committee – 2016-2019
- Incident Management Team (IMT)/NRDA Liaison, Freeport-McMoRan Oil & Gas – 2012-2015
- Member of NOAA and the National Parks Service's Channel Islands Naturalist Corps – 2008
- Member of the Channel Islands National Marine Sanctuary Advisory Council – 2007-2008
- Staffed Board of Architectural Review South, Santa Barbara County – 2008
- Staffed Historic Landmarks Advisory Commission, Santa Barbara County – 2008

Professional Experience

Interstate-5/Valencia Boulevard Interchange and Interstate-5/Magic Mountain Parkway Interchange Improvements, ND/EAs and Technical Studies, Santa Clarita, Los Angeles County – Newhall Land and Farming Company (2000). Project Manager and biologist preparing two CEQA/NEPA documents (ND/EAs) and an NES addressing encroachment on the Santa Clara River in a Los Angeles County Significant Ecological Area (SEA) containing arroyo toad, unarmored threespine stickleback, and least Bell's vireo. Performed biological surveys, provided extensive agency coordination with Caltrans District 7, the FHWA, Los Angeles County, City of Santa Clarita, and provided permit support for Oak Tree Permits, NPDES Permit, Section 404 Permit, Section 401Water Quality Certification, and 1600 Streambed Alteration Agreement.

CEQA/NEPA, Project Permitting, Construction Monitoring, and County Permit Compliance, Santa Barbara and San Luis Obispo Counties – Freeport-McMoRan Oil & Gas (2012-2015). Environmental Health & Safety (EH&S) Advisor responsible for permitting, construction monitoring, and County permit compliance tasks for the DOT-regulated offshore oil, gas, and produced water pipelines from Platforms Irene, Harvest, Hidalgo, and Hermosa, as well as for facilities at the Lompoc Oil and Gas Plant (LOGP), Gaviota Oil Heating Facility (GOHF), Lompoc Oil Field, and the Arroyo Grande Oil Field. Prepared permit applications and managed completion of special studies in support of CEQA documentation and compliance for projects subject to approval by Santa Barbara County, San Luis Obispo County, Vandenberg Air Force Base, and resource agencies. Secured a land use permit for drilling and cyclic steaming in the diatomite formation in the Lompoc Oil Field, managed technical studies for Phase V drilling and cyclic steaming in the Arroyo Grande Oil Field, including documentation in support of the aquifer exemption process through DOGGR and the Regional Water Quality Control Boards. Managed technical studies, CEQA documentation, and permit applications for repairs to the offshore and onshore portions of the Point Arguello and Point Pedernales, as well as pipelines and facilities within the onshore processing facilities and oil fields. Managed habitat restoration projects including for El Segundo blue butterfly habitat, Pismo clarkia populations, riparian habitat along Pismo Creek, and invasive species removal in the Arroyo Grande and Lompoc Oil Fields. Coordinated SIMQAP and BAST Audits required by Santa Barbara County and conducted monthly platform tours. Served as on-call EH&S staff for incidents on a monthly basis, and served on the Incident Management Team (IMT) during spill drills as an NRDA liaison and in the Wildlife and Environmental Branches.

Permitting for Emergency Repair of Road Crossing of Pismo Creek and New Span Bridge, San Luis Obispo County – Freeport-McMoRan Oil and Gas (2014). EH&S Advisor working with resource agencies and URS to obtain emergency permits to repair two 18-inch culverts and construct a span bridge on Pismo Creek including Section 404 permit, Section 401 Water Quality Certification, and 1600 Streambed Alteration Agreement. Coordinated section 7 consultations with USFWS and NMFS due to presence of California red-legged frog and South-Central California coast steelhead. Repair of the crossing opened up a barrier to fish passage and enabled continued operation and maintenance of facilities in one portion of the Arroyo Grande Oil Field.

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ENVIRONMENTAL CONSULTANTS

Daniel Wong

Staff Biologist

Mr. Wong is a graduate of University of California, Davis, with five years of professional experience. In the past, his work included forest stand evaluations, fuel and coarse woody debris assessments, biomass evaluation and collection, channel erosion assessments, and utilization assessment. Additionally, he has extensive lab data management skills, with experience in managing databases and in Geographic Information Systems (GIS). His past experience with the U.S. Forest Service (USFS) includes data collection, analysis, and creating a summary report for the Moonlight Fire Restoration Plan. His background focuses on restoration ecology and ecological management principles, and has also been part of academic research regarding the ecology of invasive species and forest pathogens.

With ECORP, he has assisted project managers and senior biologists with various tasks such as: regulatory permitting and documentation, open space management, biological monitoring, federally listed large branchiopod surveys, floristic surveys, wetland delineation, Valley elderberry longhorn beetle (VELB) surveys, preconstruction raptor and nesting bird surveys, and western pond turtle surveys.

Education

B.S., Ecological Management and Restoration, University of California, Davis, CA

Registrations, Certifications, Permits and Affiliations

- U.S. Federal Aviation Administration (FAA) Pilot License for Remote Small Unmanned Aircraft Systems (UAS')
- California Department of Fish and Wildlife (CDFW) Scientific Collecting Permit SC-13453 (2016-2019)
- U.S. Fish and Wildlife Service (USFWS) 10(a)(1)(A) permit TE-012973-10: Federally listed large branchiopods, California red-legged frogs, California tiger salamander (aquatic surveys)
- California Rapid Assessment Method (CRAM) certified practitioner for Riverine and Depressional Wetlands
- Wetland Training Institute Certified Delineator of Waters of the U.S.

Professional Experience

Sutter Buttes Flood Control Agency (SBFCA) Flood Risk Management Project, Sutter County – SBFCA (Ongoing). Associate Biologist who assisted with biological surveys including riparian vegetation, elderberry, wetland mapping, and ongoing construction monitoring. ECORP is assisting SBFCA with regulatory permitting and monitoring of sections of the 44-mile Feather River West Levee Project.

Ritchey Creek Project, Bothe-Napa State Park, Napa County – California State Parks (2019). Associate Biologist in support of permit compliance as a CDFW- and USFWS- approved biological monitor for all

construction activities to ensure no take of wildlife or fish occurred, including special-status species considered to potentially occur in the project area: California red-legged frog, foothill yellow-legged frog, and Central Valley steelhead. ECORP was retained by California State Parks to conduct amphibian and fish surveys and to monitor environmental compliance during construction-related activities that would remove a fish barrier, recontour the stream topography, and install a new open-bottom arch culvert in Ritchey Creek, located in Bothe-Napa State Park.

PRD Levee Patrol Road, San Joaquin County – Pescadero Reclamation District (2017). Associate Biologist who was involved with the construction monitoring of the project for VELB, nesting birds, and giant garter snake. ECORP was retained to conduct planning, permitting, and implementation monitoring for the Pescadero Reclamation District 2058 Levee Patrol Road Rehabilitation Project, located in Tracy.

SR-138 Extension, Los Angeles County – California Department of Transportation (Caltrans) (2016-2017). Associate Biologist who assisted with the protocol-level survey for burrowing owl. The Northwest 138 Corridor project will expand on the previous North County combined Highway Corridor Study, completed in 2004 to develop a multi-modal transportation plan for the northern portion of Los Angeles County to address both short- and long-term needs for a variety of trip purposes and goods movement. Metro and Caltrans have initiated a new environmental study to evaluate the corridor alternatives. The project corridor traverses from I-5 south of Gorman Post Road to SR-14 at West Avenue D.

California Department of Transportation (Caltrans), District 9, U.S. Highway 395, Bridgeport Culverts Project, Mono County – Caltrans (2016). Associate Biologist who participated in the early construction monitoring efforts around sensitive and/or impacted areas within the Project. The Project would repair or replace 44 culverts at 41 locations on Highway 395 between Post Miles (PMs) 72.5 and 86.0, in Mono County.

Centennial Reservoir, Nevada and Placer Counties – Nevada Irrigation District (NID), Subconsultant to HDR (2016-2018). Associate Biologist who assisted with jurisdictional wetland delineations according to U.S. Army Corps of Engineers' (USACE's) standards, including the Western Mountains, Valleys, and Coast Regional Supplement (version 2.0). In addition, the ECORP team assisted in surveys for special-status or rare plants. The Centennial Reservoir will provide water storage to Nevada and Placer County residents. Amid drought conditions, NID is undertaking this project to meet the region's existing water needs. As a subconsultant to HDR, ECORP provided biological resource services, including California Environmental Quality Act/National Environmental Policy Act documentation, jurisdictional wetland delineation, vegetation mapping, VELB surveys, and rare plant surveys. Associate Biologist

Sacramento Municipal Utility District (SMUD) Gerle Creek, El Dorado and Sacramento Counties/El Dorado National Forest –SMUD (2015). Associate Biologist who acted as field assistant for the Gerle Creek Sensitive Site Investigation and Mitigation Monitoring Plan (SSIMMP) for the Upper American River Project (UARP) in 2015, in which the riparian vegetation mapping and other data collection was conducted.

ECORP Consulting, Inc.
ENVIRONMENTAL CONSULTANTS

Rosemary Worden

Assistant Environmental Planner

Ms. Worden offers a keen interest in horticulture, soil conservation and environmental studies. She has experience in conducting air quality, greenhouse gas emissions, and noise analysis and has a comprehensive understanding of environmental regulatory framework. This is paired with a working knowledge of CalEEMod, AERMOD, SoundPLAN, the Roadway Construction Model, the Federal Highway Administration (FHWA) Highway Traffic Noise Prediction Model, and other industry standard modeling tools. She has excellent analytical, reasoning, research skills and thrives on challenges and the opportunity to learn.

Education

B.S., Environmental Science. California State University, Chico

Professional Experience

Leo Solar, Kings County – APEX Energy Solutions, LLC (2018-2019). Emissions Analyst in charge of analyzing the air quality and greenhouse gas emissions for the construction and operations of a 30-acre, 5-megawatt solar power generation facility located in Kettleman City. CalEEMod was used to accurately calculate emissions associated with construction and the analysis was prepared with the requirements provided by the San Joaquin Valley Air Pollution Control District. Additionally, a calculation of displaced emissions was used to quantify the benefits this project would have on the environment.

13131 Los Angeles Street Industrial Project EIR, Los Angeles County – The City of Irwindale Community Development Department (2019). Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impact for the development of a 528,710 square foot warehouse building that would accommodate approximately 557 heavy-duty truck trips per day. The primary environmental issue was the proximity of the project site to residences. CalEEMod was used to accurately calculate emissions associated with the construction and operations of the project. The analysis was prepared with the requirements provided by the South Coast Air Quality Management District. Additionally, due to the number of heavy-duty trucks that would be visiting the site daily, a health risk assessment was conducted analyzing the Project impact on nearby residence through the use of AERMOD. The SoundPLAN 3D noise model was used to model operational noise while the FHWA Highway Traffic Noise Prediction Model was used to predict traffic noise increase as a result of the Project.

Corridor Improvement Project, Yolo County – Alta Planning and Development (2019). Emissions/Noise Analyst in charge of preparing an air quality, greenhouse gas emissions and noise impact analysis for a sidewalk improvement project in The City of Davis. The project was proposed to improve sections of sidewalk and bike lanes for the safe and sustainable movement of residence in the community. The project site is adjacent to Davis High School and multiple residence. Due to the location and high levels of construction noise that was determined using the Roadway Construction Model, mitigation was needed during constructing to reduce noise to levels deemed acceptable in the City of Davis General Plan.

Moreno Valley Amphitheater Project, Riverside County – Architerra Design Group (2019). Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impact for a 600-seat amphitheater in Moreno Valley. The project site is located in an urban area and is encompassed by City Hall, commercial/mix use buildings and multiple residence. The noise generated from events occurring at the amphitheater, some with amplified music, was of primary concern. To accurately represent the effect this would have on the nearby land uses SoundPLAN 3D noise model was used to replicate amplified music events and ensure levels fell within what is acceptable in the Moreno Valley General Plan.

S. Oregon Ready Mix, Siskiyou County – County of Siskiyou (2019). Emissions/Noise Analyst in charge of analyzing the air quality, greenhouse gas emissions and noise impact for the rezoning and development of 34.4 acres of undeveloped land. The project proposed the rezoning from non-prim agriculture to light industrial and the creation of a contractor's yard, 4,000 square foot shop/office building, concrete washout basin, and truck parking/storage. SoundPLAN 3D noise model was used to model the construction and operational noise associated with the project.

Temecula Winery and Hotel, Riverside County – LA Life Regional Center (2018-2019) Emissions/Noise Analyst in charge of preparing both an emissions assessment and noise report for the development of a winery and hotel located on 21.92 acres of undeveloped agricultural land. CalEEMod was used to accurately calculate emissions associated with the construction and operations of the project. The analysis was prepared with the requirements provided by the South Coast Air Quality Management District. During operations the winery would be subject to events with amplified music, SoundPLAN 3D noise model was used to model these events and the effect this would have on the nearby single-family residence.

Concar Passage, San Mateo County – David J. Power & Associates, Inc. (2019). Greenhouse Gas Analyst in charge of analyzing the greenhouse gas emissions associated with the demolition of an existing 165,000 square foot retail strip center and adjoining surface parking along with the construction of 961 residences and mixed-use buildings. CalEEMod was used to accurately calculate emissions associated with the demolition, constructions and operations of the project to ensure they fall within the appropriate threshold of significance.

Whitney Ranch Chevron and Carwash – Tera Properties, LLC. (2019). Emissions/Noise Analyst in charge of preparing both an emissions assessment and noise report for the construction of a gas station, convenience store, car wash and retail store in the City of Rocklin. The issue of primary concern was the close proximity of residences to the project site. The projected dispersion of diesel particulate matter was modeled uses the AERMOD dispersion software and the associated health risks computations were performed to determine the risk of developing an excess cancer risk calculated on a 70-year lifetime basis, 30-year, and 9-year exposure scenarios, and based on the standardized equations contained in the U.S. EPA Human Health Evaluation Manual and the OEHHA Guidance Manual.

3rd and Claremont Mixed Use Project – David J. Power & Associates, Inc. (2018). Emissions Analyst in charge of preparing an emissions assessment for the demolition and development of a mixed-use building, consisting of residential and commercial use, in the City of San Mateo. The analysis was prepared with the requirements provided by the Bay Area Air Quality Management District.

FEE SCHEDULE FOR PROFESSIONAL SERVICES[1]

Key Personnel:

Lisa Westwood, RPA, Director of Cultural Resources	$285.00
Chris Stabenfeldt, AICP, Program Manager, CEQA/NEPA Task Manager	$210.00
Richard Hanson, Senior Environmental Planner	$190.00
Michelle Wilson, Senior Environmental Planner	$175.00
Thomas Scofield, Biological Resources/Regulatory Permitting Task Manager	$170.00
Mark Morse, Senior Environmental Planner	$165.00
Jeff Swager, GIS Task Manager	$165.00
Jeremy Adams, Cultural Resources Task Manager	$160.00
Theadora Fuerstenberg, RPA, Senior Archaeologist	$155.00
Keith Kwan, Senior Biologist/Avian Ecologist	$155.00
Seth Myers, Air Quality/Greenhouse Gas/Noise Task Manager	$155.00
Eric Stitt, Senior Biologist/Herpetologist	$155.00
Amberly Morgan, Senior Environmental Planner	$150.00
Emily Mecke, Staff Biologist	$145.00
Krissy Walker-Berry, Staff Biologist	$145.00
Caroline Hinkelman, GIS Analyst	$130.00
Andrew Myers, GIS Specialist/Licensed UAS Operator	$120.00
Angela Haas, Staff Biologist	$110.00
Kyleigh Turnquist, GIS Specialist	$110.00
Megan Webb, Staff Archaeologist	$110.00
Daniel Wong, Staff Biologist	$105.00
Diana Malarchik, RPA, Associate Archaeologist	$95.00
Matt Spaulding, Staff Biologist	$95.00
Matteo Rodriguez, Assistant Environmental Planner	$90.00
Rosemary Worden, Assistant Environmental Planner	$90.00

[1] *Rates effective June 2020 and are subject to change. Depending on the project requirements, titles may vary from this general list.*

Other Personnel:

Project Principal	$150.00-255.00
Project Managers	$80.00-255.00
Cultural Resources	$75.00-285.00
Engineer/Biologist/Ecologist/Scientist	$95.00-225.00
Environmental Specialist/Planner	$70.00-210.00
Construction Monitoring	$70.00-200.00
CAD/GIS/Software Specialist	$70.00-160.00
QAQC/Technical Editor	$90.00-155.00
Air Quality/GHG/Noise Analyst	$90.00-155.00
Staff Engineer/Biologist/Ecologist/Scientist	$90.00-145.00
Assistant/Associate/Staff Project Manager	$70.00-155.00
Project Assistant/Project Administrator/Project Accountant/Controller	$70.00-180.00
Lab Technician	$70.00-95.00
Word Processing/Production Coordinator	$70.00-110.00

Expense Reimbursement/Other:

1. Computer, facsimile, and telephone are included in the billing rates, and there is no additional charge.
2. Copies (color and black and white), equipment and other direct expenses are reimbursed with a 14% administrative handling charge (excluding per diem).
3. Subcontractor expenses are reimbursed with a 12% administrative handling charge.
4. Mileage is reimbursed at current IRS rate with a 14% administrative handling charge.
5. Per Diem, depending upon location, may be charged where overnight stays are required.
6. Expert Witness Testimony, including Depositions, is billed at time and a half.
7. When non-standard billing is requested, time spent by office administrative personnel in invoice preparation is a cost to the project and charged as technical labor.

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
RINCON CONSULTANTS, INC.
for
ENVIRONMENTAL STUDY SERVICES

City Project No. 20-017

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and RINCON CONSULTANTS, INC., a private corporation ("Professional"), on this 11th day of August 2020 (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 Environmental Study Services (the "Project").

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 51 of this Agreement, Sections 1 through 51 shall prevail.

2. Term. The term of this Agreement shall commence on the Effective Date and terminate on the 30th day of June, 2022 ("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. City may elect to extend this Agreement for one (1) additional two (2) year term, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

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** and the specific services delineated by the City Engineer in one or more written Service Requests submitted to Professional during the Term. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by Professional and the total compensation due Professional for such Services. Professional must sign and return these Service Requests before undertaking the services described therein. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional for all Services, including any Service Requests, shall not exceed One Hundred Fifty Thousand Dollars ($150,000) ("Maximum Payment") annually, or Three Hundred Thousand Dollars ($300,000) over the two-year term of the agreement expiring June 30, 2022.

6.2. 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.

6.3. 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 thirty (30) calendar days of the Notice to Proceed 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. 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.

10. 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.

11. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

11.1. 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.

11.2. Professional Performance. Professional represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

11.3. 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.

11.4. 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.

11.5. 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.

12. 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.

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. 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.

14. 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.

15. 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.

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 Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. 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.

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, 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.

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 Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable

value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(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.

20. 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.

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 Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

23. 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.

24. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

24.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars ($2,000,000.00).

24.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollar ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar ($1,000,000.00) limit for each employee's bodily injury by disease.

24.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. 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.

24.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars ($1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

24.5. Waiver of Subrogation. With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the 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; (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) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (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. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), 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, 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.

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, 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.

29. 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.

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 Professional.

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: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

With courtesy copies to:

Churchwell White LLP
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional:

_____
Attn: _____
_____
_____

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

Adam Hutchings, P.E.
Development Services Department, Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5428
E-mail: ahutchings@turlock.ca.us

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

34. 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.

35. 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.

36. 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.

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

38. 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.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

40. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

47. 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.

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

49. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

50. 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.

51. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[*Signatures on Following Page*]

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

PROFESSIONAL

Rincon Consultants, Inc., a private corporation

By:_____

Print Name:_____
Title:_____

Date_____

CITY

City of Turlock, a California municipal corporation

By: _____
Toby Wells, P.E., City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development Services Director/ City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

SERVICE REQUEST NO. ___-___

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Environmental Study Services ("Agreement") dated July 28, 2020, between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific environmental study services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. ____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars ($_____).

2. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

By: _____
Nathan Bray, P.E., Interim Director of
Development Services / City Engineer

_____

By: _____

Title: _____

Date: _____

Address:

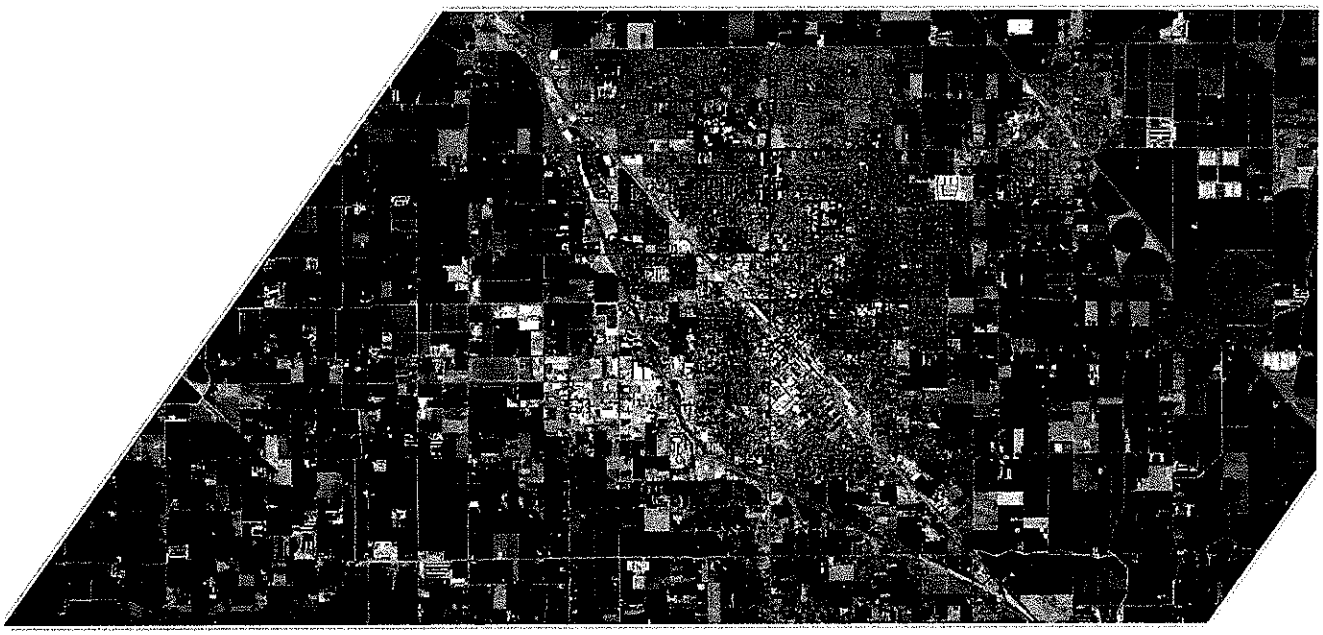
_____
_____
_____

Phone: _____

EXHIBIT A

rincon

Environmental Scientists | Planners | Engineers



Statement of Qualifications for the City of Turlock

CITY PROJECT NO. 20-017 ENVIRONMENTAL STUDY SERVICES ON-CALL

June 17, 2020

Submitted to:

City of Turlock

Attn: Adam Hutchings, P.E.
156 South Broadway, Suite 150
Turlock, California 95380

Submitted by:

Rincon Consultants, Inc.

4825 J St, Suite 200
Sacramento, California 95819
916-706-1374
www.rinconconsultants.com

Rincon Consultants, Inc.

4825 J Street, Suite 200
Sacramento, California 95819

916 706 1374 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

June 17, 2020
Project Number 20-09818

Adam Hutchings, PE, Associate Civil Engineer
City of Turlock
Development Services Department, Engineering Division
156 South Broadway, Suite 150
Turlock, California 95380

Subject: Statement of Qualifications to Provide As-Needed Environmental Study Services, City Project No. 20-017

Dear Mr. Hutchings;

Rincon Consultants, Inc. is pleased to submit this statement of qualifications to provide as-needed environmental study services to the City of Turlock. We understand that the City's Engineering Department is seeking to establish a retainer agreement with a consultant to provide as-needed CEQA and NEPA compliance services. Rincon is very enthusiastic about the opportunity to support the City with environmental compliance for future projects using our knowledge gained from successfully executing projects for the City under our past on-call contract.

Established in 1994, Rincon employs over 275 professionals in 12 California offices. We have assembled a team of highly qualified planning and environmental science professionals who bring extensive technical qualifications as well as in-depth knowledge of current environmental and planning laws, regulations, and standards. Our key areas of expertise that will be provided to the City include:

- CEQA and NEPA Compliance
- Environmental Site Assessment and Remediation
- Biological Resources Assessment and Regulatory Compliance
- Cultural and Historical Evaluations
- Technical Studies: Air Quality, Greenhouse Gases, Noise
- Water Quality/Supply Studies
- Stormwater/Wastewater Control/Management

We look forward to the opportunity to meet with you to further discuss your needs and how our qualifications are especially well suited to this program.

Sincerely,
Rincon Consultants, Inc.

Matt Maddox, MESM, AICP
Principal

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Statement of Qualifications

City of Turlock

Statement of Qualifications for City Project No. 20-017
Environmental Study Services On-Call

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1 General Information

1.1 Primary Contact

Katherine Green, AICP and Eric VonBerg will serve as the Project Managers and will also be the primary contact people for the City of Turlock (City). Provided below is Ms. Green's and Mr. VonBerg's contact information:

Katherine Green, AICP, Project Manager
4825 J Street, Suite 200
Sacramento, California 95819
Phone: 916-706-1374 x2008
Email: kgreen@rinconconsultants.com

Eric VonBerg, Project Manager
7080 North Whitney Avenue, Suite 101
Fresno, California 93720
Phone: 559-721-6063
Email: evonberg@rinconconsultants.com

Legal Name:
Rincon Consultants, Inc.

Founded: 1994

Legal Form: California "S" Corporation

Professional Staff: 275+

California Offices: 12
Oakland, Monterey, Santa Cruz, Sacramento, Fresno, San Luis Obispo, Los Angeles, Santa Barbara, Ventura, Carlsbad, San Diego, and Redlands

Website:
www.rinconconsultants.com

Company Highlights:

- Received three AEP awards in 2019
- Received one APA award in 2019
- Named one of the "Best Places to Work" by Zweig-White (2019, 2017, 2015, and 2009)
- Named Hot 100 Firm list, recognizing revenue growth over time (2019, 2018, 2016, 2015, 2011, 2009, and 2004)

1.2 Nature of the Organization

Rincon is a multi-disciplinary environmental science, planning, and engineering consulting firm that provides quality professional services to government and industry. Rincon prides itself on the considerable depth of its staff, which includes professional geologists, including a certified engineering geologist and geochemists; biologists, including wildlife biologists, certified wetland specialists, arborists, and botanists; noise and air quality experts; accredited LEED professionals; and certified urban planners. For this project, we have chosen professional staff and sub-consultants who are experienced in urban land use planning, infrastructure, transportation/circulation, noise, air quality/GHG, health risk, water quality, and related disciplines including problem-solving services in geology, hydrology, and waste management. Our approach to projects is centered upon the development of well-designed and creative solutions that respond to our clients' specific needs in a cost-effective manner.

CEQA and NEPA is a core business area for Rincon and our firm has provided environmental consulting services for projects for over 25 years. Our philosophy on all projects is to encourage early agency and public scoping, and to develop and maintain close communication between the local lead agency, engineering consultants, and other stakeholders as appropriate, to ensure technical adequacy and timely review of required project deliverables.

Services

Environmental and Land Use Planning

- CEQA Compliance: EIRs, ISs, Categorical Exemptions, EIRs, Addendums, MMRPs
- NEPA Compliance: EISs, EAs, FONSIs
- Planning Services: General Plans, Specific Plans, and Neighborhood, Community, and Area Plans
- Community Involvement Programs
- Noise Studies, including Bio-Acoustic Evaluation
- Air Quality Analysis
- Recreation and Open Space Planning
- Grant Application Assistance

Biological Resources Assessment and Regulatory Compliance

- Biological Construction and Mitigation Monitoring
- Baseline Biological Resources Inventories and Vegetation Mapping
- Biological Resources Effects/Impacts Analyses: Biological Assessments, Biological Evaluations, Natural Environment Studies
- Rare, Threatened, and Endangered Plant and Wildlife Species Surveys
- Nesting Bird Surveys
- Jurisdictional Delineations: U.S. Army Corp of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, and California Coastal Commission Methodologies
- California Rapid Assessment Method for Wetlands
- Tree Inventory, Health Assessment, Risk Assessment, and Tree Protection Plans
- Certified Arborist Tree Surveys and Impacts Assessments
- Regulatory Permitting: USACE Clean Water Act Section 404, RWQCB CWA Section 401, CDFW Fish and Game Code Section 1602
- Federal Endangered Species Act Section 7 Consultations and Section 10 Habitat Conservation Plans
- California Endangered Species Act Section 2081 Permits/Memorandum of Understandings
- Wetland, Riparian, and Upland Habitat Revegetation and Restoration Planning

Cultural Resources

- Literature Reviews/Records Searches/Archival Research
- Native American Consultation
- Cultural Resource Surveys
- Paleontological Resource Surveys
- California Register of Historical Resources and National Register of Historic Places Eligibility Evaluations: Archaeological Site Testing, Historic Built Environment Resource Evaluation, Traditional Cultural Property Evaluation
- Archaeological Data Recovery Programs
- Paleontological Monitoring
- Native American Monitor Training Programs
- Section 106 Consultation
- Memoranda of Agreement
- Findings of Effects
- State Historic Preservation Officer Consultation
- Historic Preservation Plans
- Cultural Resources and Paleontological Management Plans
- Third Party Peer Review
- Phase I, II, and III Cultural Resources Analysis
- Archeological and Native American Monitoring

Environmental Site Assessment and Remediation

- Phase I and II Environmental Site Assessments
- Hazardous Waste Characterization
- Site Remediation: Planning, Design, and Construction
- Site Monitoring: Groundwater, Air, Soil, and Vapor
- Underground Storage Tank Removal and Investigation
- Health Risk Assessments
- Environmental Construction/Grading Monitoring
- Methane Soil Gas Testing
- Spill Prevention Control and Countermeasure Plan
- Transaction Screens
- Asbestos/Lead Based Paint Testing
- Geological and Seismic Studies

Water Resources

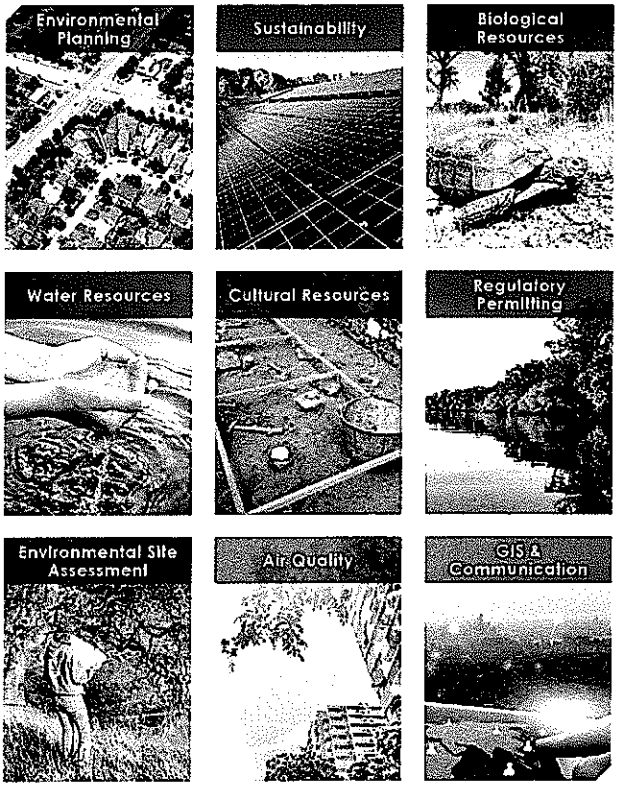
- Storm Water Pollution Prevention Plans
- Storm Water Management and Compliance Monitoring
- Water Supply Assessments
- Water Rights Permitting
- Watershed Management and Planning

Sustainability Services

- Climate Action Plans
- GHG Emissions (GHG) Inventories
- Assembly Bill (AB) 32 GHG/Gas Offset Verification
- Green Building Analysis – LEED® and Build It Green™
- Strategic Growth Council Prop 84 Sustainable Community Planning Grants Projects
- Energy Action Plans
- Grant Writing for Sustainability and Climate Action Planning
- Comprehensive Public Engagement and Outreach Programs
- ASHRAE Level 1 and 2 Energy Audit

1.3 Background

One of our key strengths is our involvement in projects from "inception-to-implementation," which spans from pre-planning activities (alternative analyses, environmental site assessment, environmental constraints analysis, and technical report preparation) to project analysis (CEQA/NEPA compliance, regulatory permitting), through project implementation (hazards remediation, construction monitoring, stormwater compliance services) to post construction activities (habitat restoration, mitigation). As a result, we have a full understanding of the demands of large- and small-scale projects, and the interaction between different environmental issues and the directives of the responsible regulatory agencies.



2 Services and History

2.1 Work Completed

During its 25-year history in California, Rincon Consultants has provided consulting services to a large number of local governments as well as regional and state agencies. We have successfully worked with a number of public and private clients and are on numerous on-call consultant lists for environmental services including CEQA and NEPA documentation, environmental site assessment and remediation, biological studies, permitting, and technical studies (Air Quality, Noise, GHG, etc.). In addition to our work through on-call contracts, we have provided environmental services to individual clients throughout the State. As outlined in the RFQ, descriptions of three key projects are found in *Section 6.2, Work Samples*. The following lists outline additional projects relevant to this contract with the City of Turlock.

Hazardous Materials Investigations

- CPSI – Modesto SR-132 West Freeway/Expressway Phase I Project, Modesto, CA
- Burnside, Brent, and Stephanie – 526 10th Street Phase I ESA, Modesto, CA
- City of Turlock – West Monte Vista and Fosberg ISA, Turlock, CA
- City of Turlock – Tuolumne and Tully ISA, Turlock, CA
- All Green Ventures – 2155 Cooper Avenue Due Diligence, Merced, CA
- Bajada Geosciences, Inc. – French Camp Phase II ESA, San Joaquin, CA

CEQA Projects

- City of Turlock – Light Feasibility Study at Turlock Regional Park, Turlock, CA
- Twin Rivers Unified School District – East Natomas Educational Complex Supplemental EIR, Sacramento, CA
- City of Sacramento – Sacramento Plastic Bag Ordinance EIR, City of Sacramento, CA
- Caldwell-Flores Winters – Robla School District Taylor Categorical Exemption , Sacramento, CA
- Ceres Unified School District – Caswell Elementary Building IS-MND, Ceres, CA
- Ceres Unified School District – Central Valley HS Building Categorical Exemption, Ceres, CA
- Stanislaus Council of Governments – 2018 Regional Transportation Program/Sustainable Communities Strategy EIR, Stanislaus, CA
- Ceres Unified School District – Sam Vaughn Elementary Categorical Exemption, Ceres, CA
- Ceres Unified School District – Carroll Fowler Building Addition Categorical Exemption, Ceres, CA

Technical Reports/Peer Reviews

- Parkwood Residential – Peer Review, Wildan Engineering, Hughson, CA
- ISEA International– Cardella Village AQ/GHG Study, Merced, CA
- Merced Holdings LP – Shoppes at University Village Air Quality Study, Merced, CA
- PG&E – Los Banos-Pacheco Access Road Maintenance Biological Resources Assessment, Los Banos, CA

- HELIX Environmental – Air Quality Hot Spot Analysis – Montauban Avenue and Hammertown Drive Roundabout, Stockton, CA
- HELIX Environmental – Air Quality Hot Spot Analysis – Lincoln Street and 8th Street Roundabout, Stockton, CA
- Port of Stockton – Stockton Toxics Emissions Inventory, Stockton, CA

Other Planning Documents

- County of Merced – Merced County Climate Action Plan, Merced, CA
- Mintier Harnish – City of Livingston General Plan, Livingston, CA
- Port of Stockton – Green Marine Support Services, Stockton, CA

3 Response Time

3.1 Availability

Rincon has the in-house resources to manage and successfully execute multiple projects concurrently. In any given year, Rincon manages over 400 assignments for more than 150 clients statewide. We are experts in managing programs involving multiple concurrent assignments and successfully executing several similar services agreements. We encourage you to contact our current and past clients about our ability to efficiently and successfully manage a high volume of work within strict time frames.

Our reputation is founded on providing high-quality products on time and within budget. Our quality control procedures are well established and are integrated into all aspects of our professional practice, from project inception and planning through reporting and project close-out. These techniques include careful management of workload commitments, senior staff involvement in all project phases, and ongoing principal level guidance and mentoring of technical staff. Weekly meetings, led by the Project Manager, serve to ensure the project team is properly focused on time-critical tasks and to adjust task execution based on evolving client needs, priorities, and schedule pressures.

Rincon achieves cost, schedule, and resource control pursuant to a three-step process. First, cost and schedule baselines are established, against which actual cost and schedule performance can subsequently be compared, including public comment periods for environmental documents. As Rincon builds this time into the schedule from the beginning, project timelines are more likely to be realistic and less likely to be extended. Second, cost and schedule data are collected and reported on a weekly basis to the Project Manager. Third, deviations in cost or schedule performance are discussed internally and, if necessary, with the client, and appropriate corrective actions are undertaken in a timely manner. We work closely with the client for the duration of the project to ensure that progress is tracked carefully relative to the budget and schedule to ensure clients are always informed about project status and are never surprised about scope or budget changes, if required.

Rincon has assembled a team of highly qualified individuals with extensive experience preparing CEQA documentation for mixed use development projects. Leading the team will be **Principal-in-Charge, Matt Maddox, MESM, AICP**. He has over 13 years of experience directing CEQA and NEPA environmental projects, most recently including the Tahoe Regional Planning Agency Linking Tahoe 2045 Regional Transportation Plan/Sustainable Communities Strategy Initial Study/Initial Environmental Checklist and the City of Sacramento Climate Action Plan. **Project Manager, Katherine Green, AICP** has 6 years of experience in preparing environmental impact analyses for public and private CEQA projects. She is currently managing preparation of an IS-MND for a housing project on a former army base in the City of Novato. Other current projects include a NEPA analysis for a project in San Francisco and a CEQA streamlining project for a mixed-use development in Morgan Hill. Ms. Green will manage all aspects of CEQA and NEPA projects for this on-call, be in charge of day-to-day oversight, and serve as the City's primary contact. **Project Manager, Eric VonBerg, MURP** has over 30 years of experience in preparing environmental impact analyses for public and private CEQA projects. Current projects he is working on include the Fresno Council of Governments (FCOG)

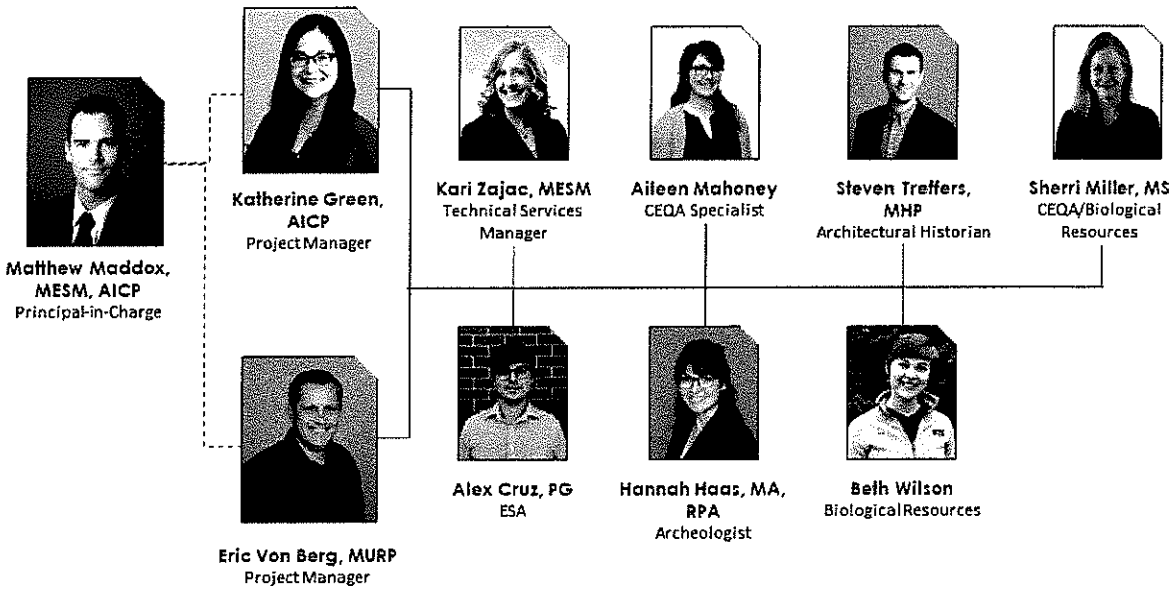
> "I wanted to thank you for the great work Rincon did on both Mission Street and the Upper Yard. You brought in excellent work product under considerable time constraints. It has been great working with you and look forward to continuing our work in the future."
>
> *– Eugene T. Flannery, Environmental Compliance Manager SF Mayor's Office of Housing and Community Development*

Circuit Planning & Engineering Program, City of Reedley On-Call Planning and Environmental Services, and City of San Joaquin On-Call Planning and Environmental Services. Mr. VonBerg will be in charge of any transportation related CEQA and NEPA projects involving Caltrans Local Assistance.

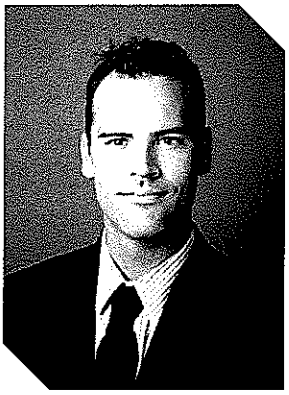
Organizational Chart

Illustrated below is the composition of our team. Brief biographical profiles for all key team members are included on the following pages.

City of Turlock
City Project No. 20-017 Environmental Study Services On-Call



Resumes



Matt Maddox, MESM, AICP, Principal

Education: MESM, Bren School of Environmental Science and Management, University of California, Santa Barbara

BA, Political Science, Cal Poly-San Luis Obispo

Certification: American Institute of Certified Planners (AICP)Certification Number #026663

Mr. Maddox is located in Rincon's Sacramento office and serves as a Principal in Rincon's Environmental Planning and Sustainability Group. In this capacity, he is involved in a wide range of urban and transportation planning and land use studies, sustainable design review, air quality and greenhouse gas analysis, CEQA/NEPA environmental documentation, as well as community involvement and permitting activities. He has a strong background in environmental management, policy, and planning and has managed housing projects and contributed to successful environmental and planning projects ranging from general plans and regional transportation plans, to sustainable design review and documentation for compliance with environmental regulations. Mr. Maddox has

developed a focus in the areas of urban planning, sustainable design, and climate change analysis. Select project experience is listed below.

- City of Turlock – Light Feasibility Study at Turlock Regional Park, Turlock, CA
- Robla School District Taylor Categorical Exemption, Caldwell-Flores Winters, Sacramento, CA
- Ceres Unified School District – Caswell Elementary Building IS-MND, Ceres, CA
- Ceres Unified School District – Central Valley HS Building Categorical Exemption, Ceres, CA
- Stanislaus Council of Governments – 2018 Regional Transportation Program/Sustainable Communities Strategy EIR
- Ceres Unified School District – Sam Vaughn Elementary Categorical Exemption, Ceres, CA
- Merced Holdings LP – Shoppes at University Village Air Quality Study, Merced, CA
- County of Merced – Merced County Climate Action Plan, Merced, CA
- Port of Stockton – Green Marine Support Services, Stockton, CA

Katherine Green, AICP

Education: BS, Environmental Science and Management, Natural Resources Management, University of California, Davis

BA, English, Critical Literary Theory, University of California, Davis

Certification: American Institute of Certified Planners (AICP)Certification Number 31548

Ms. Green is an experienced environmental analyst and project manager who has worked with a wide array of private, public, and tribal clients throughout California and seven other states across the United States. She is skilled in the preparation of CEQA and NEPA documents of all kinds, as well as Phase I ESAs for projects ranging from small urban parcels to tens of thousands of acres of rangeland. Her areas of specialization include affordable housing, mixed-use infill, and education projects. She is adept at coordinating multi-disciplinary teams including lead agencies, clients, sub-consultants, technical experts, and analysts to complete projects. She is also experienced in organizing hearings, arranging for published notices, and managing project website content to meet public noticing requirements. She currently manages NEPA projects for the City of Berkeley and the Oakland Housing Authority. Her recent and relevant experience in the Bay Area includes managing the preparation of NEPA documents for projects in Berkeley, Oakland, Concord, and Antioch. She has also worked on NEPA analysis prepared for AC Transit and the San Francisco Mayor's Office of Housing and Community Development. Select project experience is listed below.

- City of Turlock – Light Feasibility Study at Turlock Regional Park, Turlock, CA
- City of Novato – Hamilton Commissary Housing Project ISMND, Novato, CA
- City of Concord – Grant Street Mixed-Use Project 15183 Checklist, Concord, CA
- City of Berkeley – On-Call for NEPA/NHPA Environmental Services, Berkeley, CA
- City of Palo Alto – 4256 El Camino Real Hotel Project EIR, Palo Alto, CA
- Sonoma County – Rezoning Sites for Housing EIR, Sonoma CA
- Resources for Community Development – 1313 Galindo Street Infill Environmental Checklist and Environmental Assessment, Concord, CA
- BRIDGE Housing – 2012 Berkeley Way Environmental Assessment, Berkeley, CA

- Tenderloin Neighborhood Development Corporation – 180 Jones Street Environmental Assessment, San Francisco, CA

Eric VonBerg, MURP

Education: Master's in Regional Planning, University of Massachusetts – Amherst

BA, Social Ecology, University of California, Irvine

Eric VonBerg has 28 years of experience in land use, environmental, and transportation planning at the local, county, regional, and state level. His most recent responsibilities include managing planning and environmental services for Rincon's Fresno office. Recent projects include the Kerman General Plan Update, Background Report, and EIR; SJCOG and KCAG RTP/SCS EIRs; and the Downtown Bakersfield Vision Plan PEIR. His previous experience includes Current Planning's Senior Planner for the County of Fresno and with the City of Fresno preparing their General Plan and managing the Master EIR for the General Plan. His broader experience includes working on the San Joaquin Valley Blueprint Integration Project, San Joaquin River Regional Transportation Plan, and the California High-Speed Rail Project (Fresno to Palmdale Segment), and numerous highway projects as a Senior Planner and Office Chief for Caltrans Central Region Environmental. He also has extensive experience in public speaking, public engagement, and public, government, and tribal outreach. His Valley planning experience started while at Fresno County managing their General Plan and all General Plan Amendments for the County. Select project experience is listed below.

- City of Santa Barbara – Los Patos Bridge Focused EIR, Santa Barbara, CA
- Fresno Council of Governments (FCOG) – Circuit Planning & Engineering Program, Fresno, CA
- City of Reedley – On-Call Planning and Environmental Services, Reedley, CA
- City of San Joaquin – On-Call Planning and Environmental Services, San Joaquin, CA
- Mintier Harnish – City of Livingston General Plan, Livingston, CA

Kari Zajac, MESM

Education: MESM, Conservation Planning, Bren School of Environmental Science & Management, University of California, Santa Barbara

BS Wildlife, Fisheries, and Conservation Biology, University of California, Davis

Ms. Zajac has a strong background in environmental science, through earning her B.S. in Wildlife, Conservation, and Fisheries Biology from UC Davis. This is complemented by her interdisciplinary training and Master's Degree from the Bren School of Environmental Science & Management where she learned to consider economic, business, scientific, and political perspectives when solving environmental problems. She has experience in CEQA/NEPA compliance and permitting working as an Environmental Planner. Ms. Zajac's professional experience includes preparing exemptions and exclusions, initial studies, environmental impact reports, and technical studies, such as acoustical analysis. Ms. Zajac leads Rincon's noise technical team and is experienced with the Road Construction Noise Model and SoundPlan noise software. Select project experience is listed below.

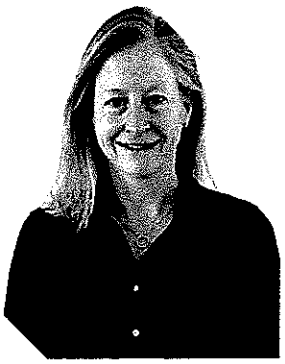
- City of Turlock – Light Feasibility Study at Turlock Regional Park, Turlock, CA
- Ceres Unified School District – Caswell Elementary Building IS-MND, Ceres, CA
- Ceres Unified School District – Central Valley HS Building Categorical Exemption, Ceres, CA
- Ceres Unified School District – Sam Vaughn Elementary Categorical Exemption, Ceres, CA
- Ceres Unified School District – Carroll Fowler Building Addition Categorical Exemption, Ceres, CA
- Parkwood Residential – Peer Review, Wildan Engineering, Hughson, CA
- Merced Holdings LP – Shoppes at University Village Air Quality Study, Merced, CA
- HELIX Environmental – Air Quality Hot Spot Analysis – Montauban Avenue and Hammertown Drive Roundabout, Stockton, CA
- HELIX Environmental – Air Quality Hot Spot Analysis – Lincoln Street and 8th Street Roundabout, Stockton, CA

Aileen Mahoney

Education: BS, Environmental Science and Management, University of California, Davis

Ms. Mahoney is familiar with conducting research, analyzing information, and creating written materials in compliance with federal, state, and local environmental laws and regulations. Ms. Mahoney has extensive experience with CEQA, NEPA, and permitting environmental compliance documents for a wide array of private and public clients. She has experience with numerous resource areas including transportation, noise, public services, utilities, aesthetics, land use, geology and soils, hydrology, and hazardous materials. Ms. Mahoney has served as Deputy Project Manager on numerous projects and has experience coordinating public hearings, running notices, and managing project website content, as well as coordinating with lead agencies, clients, subconsultants, and multidisciplinary teams throughout the environmental compliance process. Select project experience is listed below.

- Mintier Harnish – City of Livingston General Plan, Livingston, CA
- Berrenda Mesa Water District – Solar Project IS-MND, Kern County, California
- Salem Engineering Group – El Toro Loco Market Driveways Project CE and NOE, Lost Hills, California
- City of Berkeley – 2352 Shattuck Avenue Mixed-Use Project IEC, Berkeley, California
- City of Seaside – Campus Town Specific Plan EIR, Seaside, California
- City of Reedley – 1359 East Curtis Avenue Facility Expansion Project Addendum EIR, Reedley, California



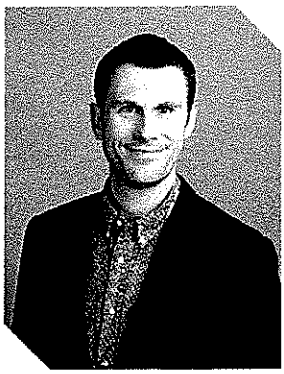
Sherri Miller, MS

Education: MS, Botany, Duke University
BS, Biology, Washington and Lee University

Sherri Miller has 26 years' professional experience as an environmental planner specializing in California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) environmental documentation and compliance, and wetlands and endangered species permitting. Ms. Miller has extensive experience managing large-scale projects for public and private clients, including flood control, water and wastewater utilities, transportation,

master-planned communities, and conservation planning projects. Combining expertise in environmental documentation, biological resources, and regulatory permitting, Ms. Miller's in-depth understanding of how environmental regulations interrelate helps clients prepare a strategic approach to permitting and documentation for greater project advancement and cost-effectiveness. Select project experience is listed below.

- Napa County Public Works – Napa County Public Works As-Needed Contract, Napa County, CA
- Sonoma County Ag+Open Space – Sonoma County Ag+Open Space As-Needed Contract, Sonoma County, CA
- Beale Air Force Base – NEPA Environmental Assessment (EA) for Frisky Lake Dam Project, Beale Air Force Base (AFB), Yuba County, CA
- PG&E – L-220, L-210B, and L-210A Operations and Maintenance Project, Solano County, CA
- PG&E – Mast Tower Replacement Program (MAST), Contra Costa, Tehama, Sonoma, Marin, San Joaquin, Colusa, Yolo and Sutter Counties, CA



Steven Treffers, MHP

Education: MHP, Historic Preservation; University of Southern California, Los Angeles

Graduate Certificate Program, Architecture & Urbanism; University of Southern California, Los Angeles

BA, European History; University of California, Santa Cruz

Steven Treffers is a senior architectural historian with Rincon's Cultural Resources Group with eight years of experience. A native of the San Francisco Bay Area, he received his Bachelor of Arts in History at the University of California, Santa Cruz prior to pursuing a Master's in historic preservation from the University of Southern California, School of Architecture. He meets and exceeds the Secretary of the Interior's Professional Qualification Standards for History and Architectural History and has a wide range of experience with projects requiring historic resources compliance with Section 106 of the National Historic Preservation Act, California Environmental Quality Act, and local ordinances. In addition to his direct experience with bridge improvement projects, Mr. Treffers has been involved in a number of projects in the San Francisco and Monterey Bay areas. For these efforts, Mr. Treffers has managed and conducted historic resource surveys, and coordinated directly with state and local agencies. Both professionally and as a former commissioner on the South Pasadena Cultural Heritage Commission, Mr. Treffers has also worked closely with design teams on projects involving alterations to historic resources to ensure compliance with SOI Standards and applicable design guidelines. As a result, he has extensive experience identifying character-defining features, reviewing architectural drawings, and collaborating with local governments, stakeholders, architects, and engineers to meet project objectives while retaining those elements that convey the reason for a historic resource's significance. Select project experience is listed below.

- Santa Cruz County Regional Transportation Commission – North Coast Rail Trail EIR
- City of Clovis – General Plan, Clovis, CA
- City of Fresno – Ashlan and Palm Intersection Improvements Project, Fresno, CA
- PGH Wong Engineering – High Speed Rail Construction Package 1, Regional Fresno to Merced Section, CA
- City of Santa Cruz – Rail Trail Segment 8RR Trestle Bridge

Hannah Haas, MA, RPA

Education: MA, Anthropology, San Diego State University
BA, Anthropology, University of California, Santa Barbara

Certification: Register of Professional Archaeologists (Member ID #49570646)

Ms. Haas is an Archaeologist at Rincon Consultants. Her responsibilities include performing archaeological and cultural resources survey, archaeological testing and monitoring, and the preparation of technical reports. Ms. Haas received her Masters of Liberal Arts and Sciences in Anthropology from San Diego State in 2017. Her research focused on California's Northern Channel Islands and historical ecology. Ms. Haas has over five years of experience working in cultural resources management conducting projects in compliance with the California Environmental Quality Act (CEQA), Section 106 of the National Historic Preservation Act (NHPA), and the National Environmental Policy Act (NEPA). She has worked on more than 130 projects and served as lead author of more than 90 cultural resources technical reports. Ms. Haas uses her academic training and professional experience to ensure that all cultural resources components of projects are satisfactorily conducted. Select project experience is listed below.

- City of Turlock – Light Feasibility Study at Turlock Regional Park, Turlock, CA
- Ceres Unified School District – Caswell Elementary Building IS-MND, Ceres, CA
- PG&E – Los Banos-Pacheco Access Road Maintenance Cultural Resources Study, Los Banos, CA
- PGH Wong Engineering – High Speed Rail Construction Package 1, Regional Fresno to Merced Section, CA
- Recurrent Energy – Tranquility Solar Project, Regional, CA

Alex Cruz, PG

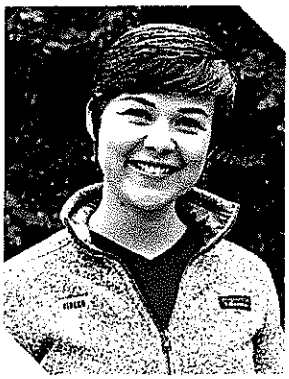
Education: BS, Geological Sciences, with emphasis in Geohydrology, University of California at Santa Barbara

Certification: Professional Geologist, ASBOG, #9601

Alex Cruz is an Environmental Geologist with Rincon Consultants. His robust environmental experience includes managing complex projects with impacts to soil, soil vapor, and groundwater, developing and implementing field programs to effectively assess a variety of sites, establishing and conducting construction monitoring practices, maintaining catalytic oxidizer and activated carbon systems, deploying enhanced bioremediation techniques using hydrogen oxidizing bacteria, and overseeing underground storage tank removals. He was worked on illegal dump sites, affordable housing projects, dry cleaning sites, automotive repair sites, leaking underground storage tank projects, and former electro-plating facilities. His experience also includes geotechnical studies of hill slopes and seismic hazard investigations. His extensive background in preparing Phase II investigations, closure reports, soil and site management plans, and other documents subject to agency review, coupled with his experience with data analysis, sampling and monitoring of all media, and extensive engagement with regulatory agencies, render him an effective consultant. Select project experience is listed below.

- CPSI – Modesto SR-132 West Freeway/Expressway Phase I Project, Modesto, CA
- Bajada Geosciences, Inc. – French Camp Phase II ESA, San Joaquin, CA

- Ceres Unified School District – Caswell Elementary Building IS-MND, Ceres, CA
- San Francisco Mayor's Office of Housing and Community Development – Phase I and Phase II Environmental Site Assessments and On-Call Consulting Contract, City and County of San Francisco, CA
- Midpeninsula Open Space District – Remediation of Lead Impacted Soil, Former Alma College, Los Gatos, CA



Beth Wilson

Education: BS Environmental Science and Management, University of California, Davis

Beth Wilson is an Associate Environmental Planner with Rincon Consultant's Environmental Science and Planning Group. She has a strong background in environmental science and ecology, through earning her B.S. in Environmental Science and Management from the University of California, Davis. She has professional experience as a conservation planner and field biologist in both the private and public sectors. Ms. Wilson has contributed to successful environmental and planning projects through implementing CEQA/NEPA compliance, preparing environmental permitting documents, and developing mitigation and conservation strategies for various habitat mitigation efforts. Through her work as a field biologist, she is also practiced in conducting botanical and wildlife surveys and project specific monitoring, mitigation, and reporting standards. Select project experience is listed below.

- City of Turlock SR99 - Fulkerth Avenue Interchange Improvements Project Construction Monitoring, Turlock, CA
- County of Merced – Merced County Climate Action Plan, Merced, CA
- Mintier Harnish – City of Livingston General Plan, Livingston, CA
- Port of Stockton – Green Marine Support Services, Stockton, CA
- Starr Consulting – Sacramento River Watershed Sanitary Survey 2019 Update, Sacramento, CA
- City of San Jose – Sierra Road Slide Repair Project, Biological Resources Assessment, San Jose, CA

4 Public Agencies

Rincon has achieved a high level of successes implementing on-call environmental consulting agreements throughout California. We believe that our success with these multi-year on-call type agreements is highly relevant to this City of Turlock contract as they demonstrate our ability to manage multiple assignments simultaneously and to keep our client's satisfied with our work products.

A majority of the assignments under these on-call contracts have involved projects that needed to be completed on short notice, within tight schedules and limited budgets, and that have undergone a high degree of regulatory scrutiny.

Below is a list of select, regional government agencies with which we have held contracts.

Cities	Counties	Other Agencies
City of Manteca	Stanislaus County	Ceres Unified School District
City of Sacramento	Fresno County	Solano Community College District
City of Berkeley	Merced County	Caltrans (Districts 5, 6 and 10)
City of San Jose	Tuolumne County	California Department of Parks & Recreation
City of Concord	Kings County	Napa Valley Transportation Authority
City of Hayward	Monterey County	Sonoma County Junior College
City of San Luis Obispo	Santa Cruz County Public Works	PG&E
City of Lemoore	San Benito County	Fresno Council of Governments
City of West Sacramento	County of San Luis Obispo	Robla School District
City of Woodland	Placer County Parks and Trails	Chico Unified School District
City of Berkeley	Sonoma County	Shasta Regional Transportation Agency

Rincon offers a very high degree of technical experience and a long track record of successful project management on a very wide range of both public and private sector projects. We routinely work with a number of other local, state and federal agencies as well as a broad stakeholder base to ensure successful project execution. These agencies include, but are not limited to, the California Coastal Commission, California Department of Fish and Wildlife, State Water Resources Control Board, numerous Regional Water Control Boards, California Department of Toxic Substances Control, Caltrans, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Federal Housing and Urban Development Department, Federal Highway Works Administration, among others.

5 References

Our references will attest to Rincon's demonstrated ability to respond on short notice to our clients' needs and our proven track record of completion of assignments on time and within budget.

City of Turlock – On-call Environmental Services

Reference Info:

Nathan Bray, P.E, Interim Director of Development Services/City Engineer
City of Turlock, 156 South Broadway, Suite 150, Turlock, California 95380
209-668-2096 | NBray@turlock.ca.us

Mark Crivelli, Supervisor of Parks, Recreation & Public Facilities
City of Turlock, 156 South Broadway, Suite 150, Turlock, California 953780
209-668-5594 x 4603 | MCrivelli@turlock.ca.us

Rincon provides environmental document preparation to various City departments. Under this contract, Rincon has prepared multiple Phase I ESA and ISAs, prepared a CEQA IS/MND for a park lighting project for the Department of Parks, Recreation, and Public Facilities, and provided construction monitoring for a Caltrans project.

> *"Thank you Matt! Great job on the presentation Tuesday night, very thorough and precise. I truly believe this is the reason why everything went so smoothly. It was great to meet both you and Katie, thanks for making the trek down to Turlock for the presentation."*
>
> *– Mark Crivelli,*
> *Supervisor of Parks, Recreation & Public Facilities*
> *City of Turlock*

City of Reedley – On-Call CEQA and Contract Planning Services

Reference Info:

Contact: Rob Terry, Community Development Director
City of Reedly, 733 9th Street, Reedley, California 93654
559-618-3666 | rob.terry@reedley.ca.gov

Project: On-Call CEQA and Contract Planning Services. Rincon provides environmental document preparation to the City's Community Development Department for all development applications. Rincon collaborated with City staff in formulating strategies to most effectively and efficiently provide legally defensible CEQA documentation on applicant driven projects. Recently provided documents include IS/MNDs and Addendums to the City's General Plan EIR.

City of Fresno – On-call Environmental Services

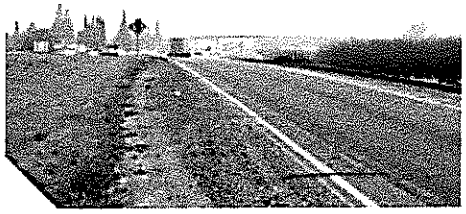
Reference Info:

McKencie Contreras, Supervising Planner
City of Fresno, 2600 Fresno Street, Fresno, California 93721
559-621-8066 | McKencie.Contreras@fresno.gov

Rincon provided CEQA and NEPA services for the City of Fresno's Planning and Development Department for public works and development projects. Duties involved coordination with City planning staff on CEQA and NEPA services necessary for development and public works projects and providing QA/QC on technical and environmental reports, and overall project management. Projects completed under this task included the Temperance Avenue Official Plan Line Initial Studies, the Herndon Trail Initial Study (Caltrans local assistance project), and several CEQA reviews for development projects.

6 Work Samples

City of Turlock SR99 - Fulkerth Avenue Interchange Improvements Project PEAR and MND



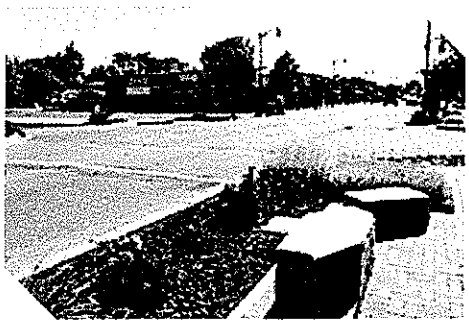
Rincon prepared environmental compliance documentation for an interchange improvement project in Turlock, California. Initially, Rincon prepared a preliminary environmental analysis report (PEAR). Based on results from the preliminary environmental analysis report, special studies were completed by Rincon, which supported preparing a mitigated negative declaration and categorical exclusion. Special studies included air quality conformity analysis, a natural environmental study (NES), a farmland impact assessment, and cultural and historical resources impact analyses. Another PEAR for re-aligning an on- and off-ramp and implementing drainage improvements recommended a Phase I paleontological resource analysis. At the direction of Caltrans, Rincon completed the analysis, which involved a literature and institutional review only. The analysis was intended to provide information for documentation under federal, state, and local laws, ordinances, and regulations. The analysis conformed to the accepted professional standards for the protection of paleontological resources as outlined by the Society of Vertebrate Paleontology for a Phase 1 analysis.

Rincon also completed reconstruction surveys for nesting birds and special status species in compliance with the NES prepared for the project. Rincon is currently conducting weekly site inspections and surveys related to Swainson's Hawk activity, and compliance monitoring at the site.

Turlock Regional Sports Complex Lighting Project IS-MND

Rincon prepared a CEQA Initial Study-Mitigated Declaration for a sports complex lighting project for the City's Parks, Recreation, and Public Facilities Department. The project involved installation of athletic field lighting at the Turlock Regional Sports Complex, a community sports facility consisting of nine soccer fields and two softball diamonds. As part of the CEQA documentation, Rincon performed site-specific air quality analysis and took multiple noise measurements on-site to ensure ambient noise levels in the vicinity of residential sensitive receptors were properly characterized. After preparing the IS-MND, Rincon attended a City Council meeting and answered questions from the Council regarding the project.

City of Manteca - Yosemite Avenue: Main Street to Cottage Avenue Improvement Project



Rincon provided environmental analysis and public outreach support for the successful completion of NEPA process for the Yosemite Avenue: Main Street to Cottage Avenue Improvement Project. The project included the resurfacing and reconstruction of Yosemite Avenue from Main Street to Cottage Avenue, lane restriping, installation of new traffic loops, road striping and ADA improvement to the sidewalk. This was a federally funded project using Regional Surface Transportation Project funds. As such, a Categorical Exclusion (CE) was prepared to comply with NEPA. Rincon also prepared a Noise Study and Community Impact Assessment in compliance with Caltrans standards as part of the NEPA process.

Rincon Consultants, Inc.

4825 J Street, Suite 200
Sacramento, California 95819

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www.rinconconsultants.com

June 17, 2020
Project Number 20-09818

Attention: Adam Hutchings, P.E.
City of Turlock
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, California 95380

Subject: Statement of Qualifications – Project No. 20-017 Environmental Study Services On-Call – Proposal Fee

As specified in the Request for Qualifications, Rincon Consultants, Inc. is pleased to provide the City of Turlock with a detailed basic fee structure and break-down of other charges related to our proposal. We understand that the fee structure may be subject to negotiation. Our fee structure on the following pages includes requested hourly rates for Rincon Consultants.

Sincerely,
Rincon Consultants, Inc.

Matt Maddox, MESM, AICP
Principal
Phone: 916-706-1374 x250
Email: mmaddox@rinconconsultants.com

Contact for Clarification

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	$240
Director II	$240
Principal I	$220
Director I	$220
Senior Supervisor II	$205
Supervisor I	$195
Senior Professional II	$175
Senior Professional I	$160
Professional IV	$145
Professional III	$130
Professional II	$115
Professional I	$105
Associate III	$95
Associate II	$90
Associate I	$82
Project Assistant	$75
Senior GIS Specialist	$140
GIS/CADD Specialist II	$125
GIS/CADD Specialist I	$112
Technical Editor	$112
Production Specialist	$88
Clerical	$75

*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $350

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	$0.20 (single-sided), $0.36 (double-sided)
Photocopies – Color	$1.50 (single-sided), $3.20 (double-sided)
Photocopies – 11 x 17	$0.50 (B&W), $3.20 (color)
Oversized Maps	$8.00/square foot
Digital Production	$15.00 (CD) and $20.00 (flash drive)
Light-Duty and Passenger Vehicles*	$85.00/day
4WD and Off-Road Vehicles*	$135.00/day

* $0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles

Other Direct Costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to annual escalation

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within ten (10) days from receipt.

Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	$25
Water Level Indicator, DC Purge Pump	$40
Hand Auger Sampler	$55
Oil-Water Interface Probe	$85
Four Gas Monitor or Photo-Ionization Detector	$120
Soil Vapor Extraction Monitoring Equipment	$140
Flame Ionization Detector	$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	$190
UAS Drone	$250
Pettersson Bat Ultrasound Detector/Recording Equipment	$150
Spotting or Fiberoptic Scope	$150
Amphibian/Vernal Pool Field Package (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	$150
Remote Field Package (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-hour safety phone)	$125
Sound Level Metering Field Package (anemometer, tripod and digital camera)	$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	$95
Fisheries Equipment Package (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	$50
Water Quality Equipment (DO, pH, turbidity, refractometer, temperature)	$55
Large Block Nets	$100
Minnow Trap	$85
Infrared Sensor Digital Camera or Computer Field Equipment	$50
Scent Station	$20
Laser Rangefinder/Altitude	$10
Net, Hand/Large Seine	$10/$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	$8
Mammal Trap, Large/Small	$1.50/$0.50
Water and Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	$35
Multi Parameter Sonde (temperature, conductivity, turbidity, DO, pH) with GPS	$150
Boat (20 ft. Boston Whaler or similar)	$300
Boat (26 ft. Radon or similar)	$550
Side Scan or Single Beam Sonar	$700
Underwater and Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (tanks, BCD, regulators, wetsuits, etc.)	$50/diver
Marine Field Package: (personal flotation devices (PFDs), 100 ft. reel tapes with stainless carabiners, Pelican floats, underwater slates, thermometer, refractometer, anemometer, various field guides)	$50
Insurance, Hazard and Safety Fees	
L&H Dive Insurance	$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	$1.25/hour
Level C Health and Safety	$60 person

6H

City Council Staff Report
August 11, 2020

From: Nathan Bray, P.E.,
Interim Development Services Director/City Engineer

Prepared by: Adam Hutchings, P.E., Assistant Engineer

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Awarding a Retainer Agreement with Associated Right of Way Services, Inc., of Pleasant Hill, CA, for City Project No. 20-018 "RFQ for Retainer Agreement for Right-of-Way and Property Appraisal Services" in an amount not to exceed $150,000

Motion: Awarding a retainer agreement with Bender Rosenthal, Inc., of Fresno, CA, for City Project No. 20-018 "RFQ for Retainer Agreement for Right-of-Way and Property Appraisal Services" in an amount not to exceed $150,000

Motion: Awarding a retainer agreement with Hamner, Jewel and Associates, of Fresno, CA, for City Project No. 20-018 "RFQ for Retainer Agreement for Right-of-Way and Property Appraisal Services" in an amount not to exceed $150,000

2. SYNOPSIS:

This action will award a multi-year retainer agreement to three (3) consultants for right of way and property appraisal services.

3. DISCUSSION OF ISSUE:

On occasion the City of Turlock has the need to outsource right-of-way and property appraisal work due to the specialized nature of the requested services and the time frames necessary to achieve environmental compliance on federally funded projects. Retainer agreements provide the ability for staff to promptly seek these services without having to go through the formal advertising and proposal review process for each project. Whenever services are required, a service request is issued on a project-by-project basis, with funding provided through the associated specific project.

On June 17, 2020, Staff received seven (7) proposals in response to the advertised RFQ. The proposals from Associated Right of Way Services, Bender Rosenthal, Inc. and Hamner, Jewel and Associates met all of the minimum RFQ requirements, excelled in their ability to communicate how they could meet the needs of the City in providing such services, and are being recommended by staff for execution of retainer agreements.

Staff is recommending the selection of three (3) firms, rather than a single firm, for several reasons, including:

1. Staff seeks to minimize the potential negative impact to project progress during busy construction periods, as a single firm may experience high workloads that affect their ability to respond promptly, and
2. Staff seeks to maintain a competitive value for services between the three firms who will be aware of their competitor's retainer agreement with the City as well.

Staff is recommending a multi-year retainer agreement expiring June 30, 2022 with an annual maximum compensation amount not to exceed $150,000 for each selected consultant, paid on a per project basis with the funds associated with that project. The agreement includes an optional extension of agreement clause, wherein City may elect to extend the agreement for one (1) additional two (2) year term upon approval by the City Manager.

4. BASIS FOR RECOMMENDATION:

A) Per City Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with a consultant.

B) Staff will be able to call on a consultant for right-of-way and property appraisal work without having to go through a separate, competitive advertising period for each project, saving time and money.

5. FISCAL IMPACT / BUDGET AMENDMENT:

No General Funds will be used for this action.

Fiscal Impact: Not to exceed $150,000 annually over the term of the agreement expiring June 30, 2022. The exact cost is dependent on project needs and is unknown at this time. Funds for right of way and property appraisal services will be paid for with funds associated with the various projects requiring these services. While the agreement is written to include the $150,000 annual maximum compensation amount, City staff anticipates actual charges to be much less than the annual maximum compensation limit. Since July 1, 2016, the City has paid all consultants approximately $150,000 for right of way and appraisal services under

retainer agreements. The compensation to be made to consultants will vary from the past based on actual needs for the services.

No General Fund monies will be used for this action.

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

In accordance with Section 15378 of the CEQA Guidelines this action does not meet the definition of a project subject to CEQA.

8. ALTERNATIVES:

A) Council could reject the award of the three consultant agreements. Staff does not recommend this alternative due to the fact that right-of-way and property appraisal services are necessary for many projects that the City has an interest in and having multiple retainer agreements provides increased competition and accountability for each of the selected firms.

B) Council could reject the award of one or two consultant agreements, while approving an agreement with one or two other consultants. Staff does not recommend this alternative because the selected consultant(s) may be unavailable at times due to various reasons, which could cause delays and affect project delivery.

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
ASSOCIATED RIGHT OF WAY SERVICES, INC.
for
RIGHT-OF-WAY AND PROPERTY APPRAISAL SERVICES

City Project No. 20-018

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and ASSOCIATED RIGHT OF WAY SERVICES, INC., a private corporation ("Professional"), on this 11th day of August 2020 (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 Right-of-Way and Property Appraisal Services (the "Project").

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 51 of this Agreement, Sections 1 through 51 shall prevail.

2. Term. The term of this Agreement shall commence on the Effective Date and terminate on the 30th day of June, 2022 ("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. City may elect to extend this Agreement for one (1) additional two (2) year term, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

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** and the specific services delineated by the City Engineer in one or more written Service Requests submitted to Professional during the Term. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by Professional and the total compensation due Professional for such Services. Professional must sign and return these Service Requests before undertaking the services described therein. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional for all Services, including any Service Requests, shall not exceed One Hundred Fifty Thousand Dollars ($150,000) ("Maximum Payment") annually, or Three Hundred Thousand Dollars ($300,000) over the two-year term of the agreement expiring June 30, 2022.

6.2. 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.

6.3. 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 thirty (30) calendar days of the Notice to Proceed 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. 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.

10. 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.

11. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

11.1. 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.

11.2. Professional Performance. Professional represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

11.3. 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.

11.4. 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.

11.5. 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.

12. 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.

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. 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.

14. 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.

15. 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.

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 Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. 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.

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, 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.

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 Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable

value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(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.

20. 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.

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 Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

23. 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.

24. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

24.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars ($2,000,000.00).

24.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollar ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar ($1,000,000.00) limit for each employee's bodily injury by disease.

24.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. 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.

24.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars ($1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

24.5. Waiver of Subrogation. With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the 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; (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) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (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. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), 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, 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.

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, 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.

29. 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.

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 Professional.

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: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

With courtesy copies to:

Churchwell White LLP
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional:

_____
Attn: _____
_____
_____

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

Adam Hutchings, P.E.
Development Services Department, Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5428
E-mail: ahutchings@turlock.ca.us

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

34. 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.

35. 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.

36. 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.

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

38. 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.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

40. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

47. 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.

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

49. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

50. 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.

51. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[*Signatures on Following Page*]

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

PROFESSIONAL

Associated Right of Way Services, Inc., a private corporpation

By:_____

Print Name:_____
Title:_____

Date_____

CITY

City of Turlock, a California municipal corporation

By: _____
Toby Wells, P.E., City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development Services Director/ City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

SERVICE REQUEST NO. ___-___

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right-of-Way and Property Appraisal Services ("Agreement") dated July 28, 2020, between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific right-of-way and property appraisal services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. ____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars ($_____).

2. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

By: _____
Nathan Bray, P.E., Interim Director of Development Services / City Engineer

_____

By: _____

Title: _____

Date: _____

Address:

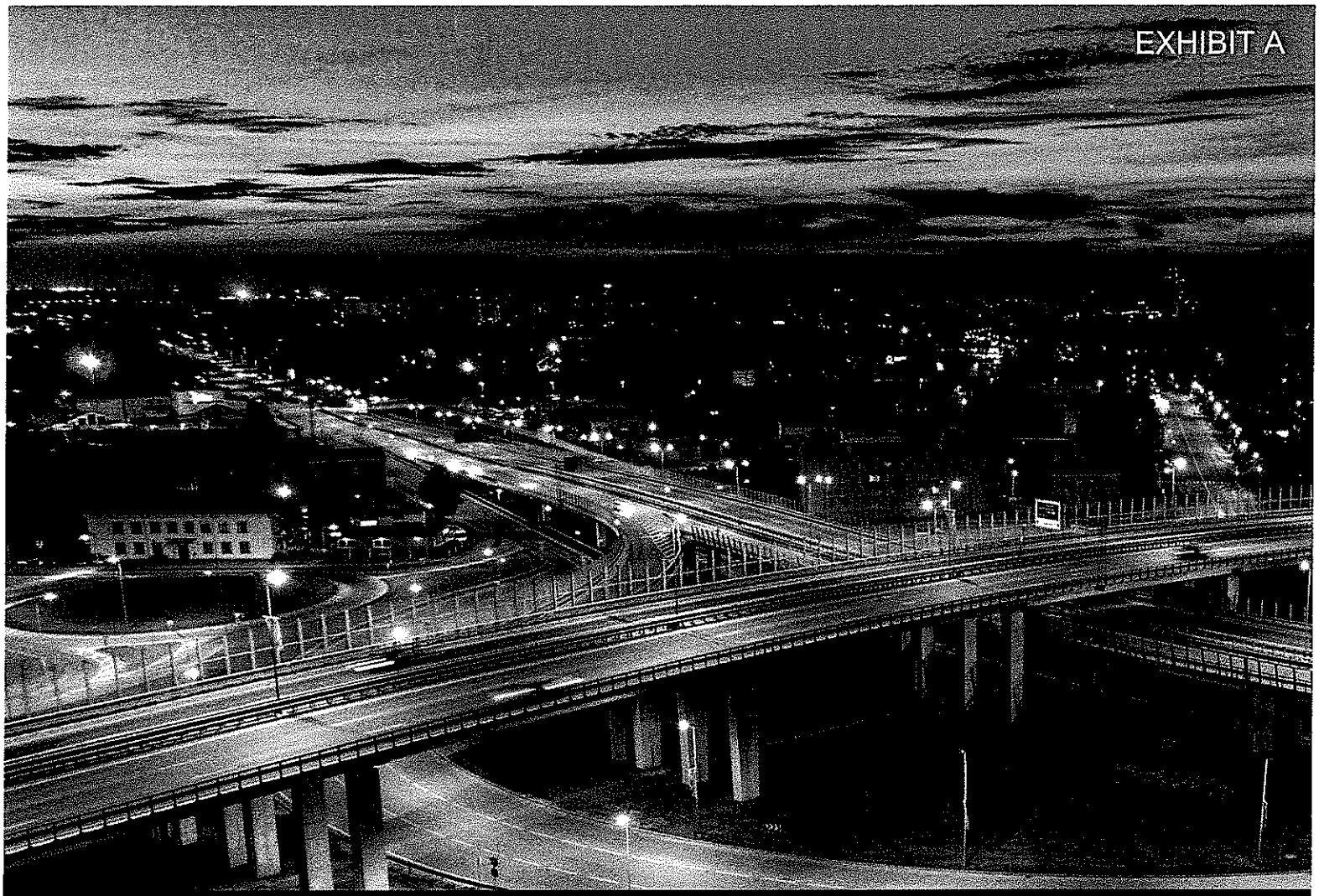
_____

_____

_____

Phone: _____

EXHIBIT A



STATEMENT OF QUALIFICATIONS

City of Turlock
City Project No. 20-018
Right of Way and Property Appraisal Services

June 17, 2020

ASSOCIATED RIGHT OF WAY SERVICES, INC.
2300 Contra Costa Blvd., Suite 525, Pleasant Hill, CA 94523
T: (925) 691-8500 | www.arws.com

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ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

2300 Contra Costa Blvd.
Suite 525
Pleasant Hill, CA 94523

925.691.8500 *phone*
925.691.6505 *fax*
www.arws.com

June 17, 2020

Adam Hutchings
Associate Civil Engineer
City of Turlock
Development Services Department – Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380

Re: City Project No. 20-018
Right of Way and Property Appraisal Services

Dear Mr. Hutchings:

Incorporated in 1989, Associated Right of Way Services, Inc. (AR/WS) is a turnkey right of way and real estate consulting firm with a full-time team of right of way professionals. AR/WS specializes in appraisal, acquisition, and relocation services for public agency transportation, utility, flood control, and other public infrastructure. For over 31 years, public agencies have retained AR/WS consultants to augment real estate and right of way staff and to assist with right of way planning and policy development.

There are a number of factors that distinguish AR/WS:

- AR/WS has provided right of way appraisal and acquisition services to the City of Turlock on several projects since 2015.
- AR/WS is based in Northern California with experience in Stanislaus County and the surrounding counties.
- AR/WS is a full service right of way firm with a staff of highly skilled professionals adept in performing as a team on politically sensitive projects. Staff includes project managers, appraisers, acquisition and relocation agents and administrative support.
- AR/WS has worked as a team on numerous large and small-scale projects. AR/WS project managers are "hands on" managers, extremely knowledgeable about public agency acquisitions and actively involved in their respective assignments.
- AR/WS is a California State licensed real estate broker and all AR/WS acquisition agents are State licensed with notary public commissions. All AR/WS appraisers are certified with the State of California Bureau of Real Estate Appraisers.
- AR/WS maintains a full time department of in-house appraisers. This has proven to be a distinct advantage. It facilitates a seamless transition from appraiser to AR/WS negotiator and significantly reduces the possibilities for errors and delays. AR/WS maintains sufficient staff to preserve separation of the appraisal and acquisition functions.
- AR/WS is an advocate for encouraging continuing education and professional development and designations for our employees. Several staff members have earned designations from the International Right of Way Association and the Appraisal Institute.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

- AR/WS has the technical knowledge needed to ensure regulatory compliance. Through regular continuing education, professional conferences and seminars, AR/WS stays current with applicable regulatory changes and case-law.
- AR/WS has extensive experience with projects funded by several funding sources, including grant-funded projects and federally funded projects with Caltrans involvement. AR/WS has worked on federally funded projects for the City.

AR/WS is attentive to the public relations aspect of public agency right of way work. We deliver projects on schedule and within budget and are well suited to complete a project of virtually any size or complexity in a timely manner. AR/WS staff is cross-trained in the various disciplines to provide added flexibility and resources to our clients. Our company looks for opportunities to enhance efficiency and cost-effectiveness through creative problem solving and planning. As front-line representatives of our public agency clients, we emphasize the importance of tact and respect when interacting with property owners, tenants and others impacted by a public project.

Larry Castellanos is authorized to negotiate contract terms and make binding agreements. Mr. Castellanos can be reached as indicated below:

Larry Castellanos, SR/WA
Associated Right of Way Services, Inc.
2300 Contra Costa Boulevard, Suite 525
Pleasant Hill, CA 94523
Phone: (925) 691-8500
Fax: (925) 691-6505
Lcastellanos@arws.com

AR/WS has a successful history working with the City of Turlock. We believe our past experience, customer service, technical expertise and local presence will contribute to a continued successful collaboration with the City of Turlock.

Sincerely,

Matt Schock, RWA, R/W-AC
Client Services Director
(925) 691-8500
MSchock@arws.com

General Information & Background

Associated Right of Way Services, Inc. (AR/WS) is a full-service right of way and real estate consulting firm. AR/WS specializes in project management, right of way estimating, appraisal, acquisition, relocation, and utility relocation coordination services for public infrastructure work. Since 1989, AR/WS has successfully completed hundreds of projects with local, state, and federal agencies, special districts, transportation authorities, and engineering firms.

AR/WS offers innovative and creative consulting for today's increasingly complex real estate and right of way programs. We pride ourselves on our problem-solving abilities and creative approach to our work. Our clients benefit from our practical project management and the experience of our skilled professionals who collaborate as team members to achieve project goals. AR/WS is a state certified "California Small Business" (Certification No. 30184). Our corporate office is located in Pleasant Hill in Contra Costa County. Our services encompass everything from the preliminary project activities through the eminent domain process.

PERSONS AUTHORIZED TO EXECUTE THE CONTRACT:
Bill Tannenbaum, SR/WA, President
Larry Castellanos, SR/WA, R/W-AC, Vice President

CONTACT PERSON FOR PURPOSES OF THIS RFQ:
Matt Schock, R/W-AC, Client Services Director

Associated Right of Way Services, Inc.
2300 Contra Costa Boulevard, Suite 525
Pleasant Hill, CA 94523
Phone: (925) 691-8500
Fax: (925) 691-6505

EXPERIENCE AND QUALIFICATIONS

AR/WS intends to provide real property appraisal and acquisition services on an as-needed basis to the City as outlined in the RFQ. Our employees are skilled professionals with broad public agency experience. AR/WS has worked on many politically sensitive assignments. We view the public relations aspect of our work to be as important as the technical side. Our goal is to allow the staff members of the client agency to pursue their areas of expertise while AR/WS consultants ensure the timely delivery of the property rights. To accomplish this goal, AR/WS works as an integral member of the project team. Our work with cities, counties, special districts, state and federal government and engineering firms has given AR/WS solid practical knowledge in completing our assignments. AR/WS applies its diverse and complementary background to offer a cost effective and efficient turnkey real estate program which is responsive to both client and community. AR/WS can accommodate small intermittent projects as well as multiple large-scale assignments.

CALIFORNIA CERTIFIED SBE

AR/WS is a state certified "California Small Business" Certification No. 30184. Our corporate office is located in Pleasant Hill in Contra Costa County.

APPRAISAL REVIEW

AR/WS has performed, and has the staff, to provide appraisal reviews in accordance with Caltrans and federal requirements.

EMINENT DOMAIN SUPPORT

AR/WS staff has worked with legal counsel on various projects where the condemnation process was initiated. Our detailed and organized files, diary logs and support material have been used by many attorneys in preparation for eminent domain actions.

RIGHT OF WAY ESTIMATES

AR/WS prepares detailed right of way cost estimates using practiced expertise, knowledge of historical costs, relevant market data and appropriate review techniques. Our staff has vast experience in assisting with detailed right of way estimates for route selections. For projects requiring Caltrans oversight, AR/WS has prepared many recent right of way estimates using the Caltrans Right of Way Data Sheet format.

COLLABORATIVE TEAM ORGANIZATION

AR/WS encourages a collaborative approach to project implementation. We recommend regular communication from the beginning of a project, including the various involved members from design, real estate, engineering, program management, legal, and public information to form a cohesive project delivery unit.

FEDERAL, STATE AND LOCAL PROCEDURES COMPLIANCE

AR/WS operates under state and federal guidelines for property appraisal, acquisition, and relocation services and in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, the Caltrans Right of Way Manual, Government Code Section 7260, et seq. and other applicable regulations. AR/WS emphasizes the important balance between ensuring fair and equitable treatment to owners and tenants and establishing public confidence in the public acquisition program while meeting project schedules and funding requirements.

FULLY STAFFED OFFICE – TURNKEY CONSULTANTS

AR/WS retains an in-house, fully staffed office complete with 32 professionals, including project managers, real estate appraisers, acquisition agents, relocation advisors and support staff. The majority of our staff have been involved in the public real estate industry their entire career. Many of our staff members are cross-trained in the various disciplines to provide added flexibility. Experience has shown that this type of turnkey organization is efficient, reduces costs and ensures the chances of meeting construction schedules in a timely manner.

AR/WS is a Turnkey Right of Way Consultant as defined in Chapter 17 Local Programs section of Caltrans Right of Way Manual. AR/WS is and has been a turnkey right of way consultant on numerous federally and locally funded projects implementing all phases of the property appraisal, acquisition and relocation services process.

LICENSED PROFESSIONALS

In accordance with state requirements, our corporation and all of our appraisers and property acquisition consultants are licensed and/or certified. Our acquisition consultants also hold notary public commissions to expedite settlements.

AR/WS ORGANIZATIONAL CHART

The following is an organizational chart showing the organizational structure of all of our staff members.

AR/WS OFFICERS
Bill Tannenbaum, SR/WA
Larry Castellanos, SR/WA, R/W-AC
Denise Jackson, SHRM-CP, PHR
Karen Eddleman, SR/WA, R/W-RAC

CLIENT SERVICES DIRECTOR
Matthew Schock, RWA, R/W-AC

APPRAISAL TEAM
Matthew Schock, RWA, R/W-AC
Erik Woodhouse, MAI, R/W-AC
Brian Drake, R/W-AC
Keith Shintani, RWP, R/W-AC
Daniel Gando

RELOCATION
Karen Eddleman, SR/WA, R/W-RAC
Andrew Marchesano
Emily Plurkowski
Lorena Serrano
Travis Weeks

ACQUISITION TEAM
Kent Berrien
Ty Cademartori, RWA
Steve Castellano, SR/WA, R/W-NAC
Marc Ceccarelli
Gary Dowd
Dave Griffith
Andrew Marchesano
Sarah Marlowe
Hugh "Bruz" Meade
Koala Moredo
Emily Plurowski
Mark Ricards, SR/WA
Jim Richards
Chadwick Wyler, RWP

CFO
Denise Jackson, SHRM-CP, PHR

ACCOUNTING MANAGER
April Penno

CONTRACT COORDINATOR
Karen Kavanagh

ADMINISTRATIVE SUPPORT
Kelly Balog
Karen Kavanagh
Cynthia Pagan
Lorraine Williams

BUSINESS DEVELOPMENT
Larry Castellanos, SR/WA, R/W-AC

BUSINESS DEVELOPMENT DIRECTOR
Karen Eddleman, SR/WA, R/W-RAC

PROPOSAL COORDINATORS
Teresa Derdiarian
Chelsea Estrada, RWP

THE AR/WS TEAM OF PROFESSIONALS AND SUPPORT STAFF MEMBERS

AR/WS retains an in-house, fully staffed office complete with 32 professionals including project managers, real estate appraisers, acquisition agents, relocation advisors and support staff. Resumes and licenses are included in the appendix.

EMPLOYEE	DISCIPLINE *(TITLE/CONSULTING CATEGORY)*
Bill Tannenbaum, SR/WA, President	Project Management *(Principal Consultant)*
Larry Castellanos, SR/WA, R/W-AC, Vice President	Project Management *(Principal Consultant)*
Denise Jackson, SHRM-CP, PHR, Vice President	Business Manager / Finance Manager
Karen Eddleman, SR/WA, R/W-RAC, Vice President	Project Management / Relocation *(Managing Consultant)*
Kelly Balog	Administrative Support
Kent Berrien	Project Management / Appraiser / Acquisition *(Consultant III)*
Ty Cademartori, RWA	Acquisition / Property Management *(Consultant II)*
Steve Castellano, SR/WA, R/W-NAC	Project Management / Acquisition *(Consultant III)*
Marc Ceccarelli	Acquisition *(Consultant II)*
Teresa Derdiarian	Proposal Coordinator *(Right of Way Technician)*
Gary Dowd	Project Management / Acquisition / Property Management *(Consultant III)*
Brian Drake, R/W-AC	Appraisal Services *(Appraiser II)*
Chelsea Estrada, RWP	Proposal Coordinator / Acquisition *(Consultant II)*
Daniel Gando	Appraisal Research Analyst (*Right of Way Technician*)
Dave Griffith	Acquisition *(Consultant III)*
Karen Kavanagh	Administrative Support
Andrew Marchesano	Acquisition / Relocation / Land Rights Research *(Consultant I)*
Sarah Marlowe	Acquisition (*Consultant I*)
Hugh "Bruz" Meade	Acquisition *(Consultant III)*
Koala Moredo	Acquisition *(Consultant II)*
Cynthia Pagan	Administrative Support
April Penno	Accounting Manager
Emily Plurkowski	Acquisition / Relocation *(Consultant II)*
Mark Ricards, SR/WA	Project Management / Acquisition / Utility Coordination *(Consultant III)*
James Richards	Project Management *(Managing Consultant)*
Matthew Schock, RWA, R/W-AC	Client Services Director / Appraisal Services *(Consultant III)*
Lorena Serrano	Relocation *(Right of Way Technician)*
Keith Shintani, RWP, R/W-AC	Appraisal Services *(Appraiser I)*
Travis Weeks	Acquisition / Relocation *(Consultant III)*
Lorraine Williams	Land Rights Research / Administrative Support *(Right of Way Technician)*
Erik Woodhouse, MAI, R/W-AC	Appraisal Services *(Appraiser III)*
Chadwick Wyler, RWP	Acquisition / Utility Coordination *(Consultant II)*

STAFF QUALIFICATIONS

AR/WS is particularly proud of its goal to encourage the professional development of all staff members through coursework and seminars offered by the International Right of Way Association (IRWA), the Appraisal Institute, and various legal seminars. Several staff members have earned designations from the IRWA and the Appraisal Institute. Our staff includes IRWA approved course instructors in the appraisal and relocation professions. The table below summarizes the licenses, designations and certifications of AR/WS staff.

AR/WS Staff Licenses, Designations, & Certifications			
6	State of California Certified Appraisers	5	SR/WA Designated Staff Members
1	MAI Appraiser	9	IRWA Certified Staff Members
5	State of California Real Estate Brokers	2	IRWA-approved Course Instructors
12	State of California Salespersons		

APPRAISERS

All AR/WS appraisers have successfully completed a course in the appraisal of partial acquisitions for public agencies, a course on the Uniform Relocation and Real Property Acquisition Policies Act, and each appraiser has training related to California eminent domain law. The majority of our appraisers have earned a professional designation or certification from the IRWA and/or the Appraisal Institute. Our appraisers have backgrounds in appraising various types of properties including residential, commercial, industrial, agricultural and special uses, and are experienced in appraising property for public acquisitions through the eminent domain process and for voluntary acquisitions. All of our appraisers are experienced in preparing full and partial acquisition appraisal reports. We estimate that 95% of our appraisal assignments are for public agency property acquisitions. AR/WS also provides appraisal services for the disposal, rental and leasing of property owned by our public agency clients. Our appraisers have extensive experience in valuing full acquisitions and partial acquisitions including permanent and temporary easements and severance damages/benefits analysis.

AR/WS has performed, and has the staff to provide, appraisal reviews. Our appraisers have provided review services as required by 49 CFR Part 24 for federally assisted projects, including for the City of Turlock.

ACQUISITION CONSULTANTS

AR/WS is a California Corporate Real Estate Broker. All AR/WS acquisition agents are currently licensed brokers or salespersons by the State of California Bureau of Real Estate. AR/WS acquisition agents also hold notary public commissions. The majority of AR/WS acquisition agents have successfully completed a course in the Uniform Relocation and Real Property Acquisition Policies Act. Our acquisition agents have training related to acquisition of property for public projects. Many of our acquisition agents have earned a professional designation or certification from the IRWA. Our acquisition staff has worked on several projects for the City of Turlock.

AR/WS team members provide high quality work to our clients and deliver respectful services to affected property owners and project occupants. Much of our work has involved the delivery of property rights for federally funded projects. Our employees have worked together on many similar past assignments. Several of our professional staff members are cross-trained among disciplines and have also managed projects of their own. Their experience and our competent and experienced support staff enhance our team's ability to perform assignments on a project of virtually any size or level of complexity.

UNDERSTANDING OF SERVICES / APPROACH

We are familiar with City of Turlock projects and the required services. Our team will communicate clearly with all Project team members and remain agile to ensure timely parcel delivery. Implementation of a successful project is a collaboration. Our intent is to bring organization and structure to the City's projects and provide services in a professional and efficient manner that involves City personnel but does not burden them.

AR/WS will provide proactive consulting and identify right of way problems related to the project in the early stages. Our approach to the successful implementation of City projects is detailed as follows:

PROJECT MANAGEMENT

AR/WS Project Manager Steve Castellano will meet with assigned staff on a consistent basis to maintain continuity and monitor the Project budget and schedule. He is accessible and responsive to requests and will communicate regularly with the City, arrange and attend meetings, and prepare progress reports.

Mr. Castellano will work with the City to resolve problems and recommend solutions. He will communicate early on with the AR/WS team to discuss critical milestones, scheduling, budget and any specific areas of concern. He will coordinate with City staff, legal counsel and other Project team members.

A right of way Project status report will be developed. An assessment of the complexities and issues associated with each assigned parcel will be considered. The parcels will then be tracked throughout the appraisal and acquisition phases of the assignment in the Project status report. This status report will address all critical milestones, status, scheduling, and areas of concerns on a parcel specific basis.

Mr. Castellano will monitor deliverable dates, ensure that milestones are achieved, and meet with staff to discuss progress and issues. Regardless of planned meetings, the keys to success of the AR/WS project approach are flexibility and accessibility.

APPRAISAL

Appraisals will be completed in accordance with Uniform Standards of Professional Appraisal Practice (USPAP) requirements and all applicable state and federal laws and regulations. The definition of "Fair Market Value" will be used in accordance with the California Code of Civil Procedure, Section 1263.320. Notices of Decision to Appraise, in accordance with the California Government Code, will be sent to the City for review. Upon approval, final notices will be signed by the City, and sent with all the required maps and enclosures by AR/WS. At this time, the appraiser will issue the necessary public acquisition informational brochure to all owners. The appraiser will contact the property owners and conduct inspections of each of the subject properties.

The appraiser will estimate the fair market value of the land, which will then be applied to the proposed acquisition areas. The contributory value of any site improvements that are impacted by the project and cannot be replaced will also be estimated. The appraiser will coordinate with the City to determine site improvements that cannot be restored or replaced as part of project construction. A consideration of damages and benefits, if applicable, will then be conducted. Once the draft appraisal is complete, it will be internally reviewed and then sent to the City for review. If the project is federally funded or on the State Highway System, the report will be provided to a review appraiser. Upon approval, the appraisal will be finalized and delivered to the City.

ACQUISITION

AR/WS will prepare acquisition documents to be approved by the City prior to use in the field. Our acquisition agents will coordinate early in the Project with our appraisers and will prepare draft acquisition documents upon submission of appraisal drafts to the City or review appraiser. We will contact owners and arrange meetings to facilitate settlements. In the event that a justified settlement is proposed, AR/WS will provide the City with terms for review and authorization.

We will provide acquisition services with a focus on responsiveness, flexibility and one-on-one communication skills. Our goal is to personally meet with each owner to present and explain the First Written Offer. Each AR/WS acquisition consultant is licensed with the State of California Bureau of Real Estate and holds a State of California Notary Public Commission. AR/WS acquisition agents will make every reasonable effort to acquire property on behalf of the City expeditiously through written agreement.

AR/WS will provide condemnation support services, as needed. AR/WS can provide support to legal counsel, including responding to requests; providing documentation such as acquisition files, diary notes, correspondence and offer documents; and preparing appraiser declarations or serving as an expert witness at depositions or trials.

RELOCATION PLANNING & ASSISTANCE (IF NEEDED)

AR/WS relocation assistance consultants will work with the City to create an organized and transparent process for the development and implementation of a Relocation Plan if required for a project. We will arrange for verbal and written language services for residents whose primary language is not English. ADA-compliant services will be provided for any visually-, hearing-, or speech-impaired residents.

Relocation advisors will act as a liaison between the City and the affected occupants. A relocation advisor will be assigned to each displaced residential household and business. Relocation advisors will provide affected occupants with continuing information as to their rights as displaced persons. AR/WS will provide site searching services, which are essential for the successful relocation of residential households and businesses. Relocation advisors will meet with each displacee to determine replacement site needs. For residential occupants, AR/WS will prepare Housing Valuation Studies to determine the cost of comparable replacement housing for each type of housing need and establish the replacement housing payments that are available for each household. Relocation advisors will inspect replacement dwellings to determine whether the properties meet decent, safe and sanitary standards. AR/WS will prepare all claim forms, secure all necessary documentation and signatures for the claims, and forward complete claims and documentation to the City for processing. Relocation advisors will deliver payments to the occupants and will secure a signature to confirm payment. AR/WS will work closely with each occupant to identify any special needs related to health, mobility and language and will provide additional advisory assistance as needed to minimize hardships.

INNOVATIVE TECHNIQUES

AR/WS is always looking for innovative techniques to apply to projects. Innovative techniques can expedite a project to meet critical deadlines, keep project costs within budget, and efficiently organize tasks and deliverables. Below are a few of the innovative techniques we have used on right of way projects in the past.

SINGLE AGENT OFFERS/WAIVER VALUATIONS - In the Single Agent approach, Waiver Valuations are completed in lieu of appraisals for non-complex acquisitions estimated at $10,000 or less. For this approach, one consultant with appropriate understanding of valuation concepts will prepare Waiver Valuations, and also perform negotiation/acquisition services. Single Agent offers can provide both time and cost savings, and comply with the Caltrans Right of Way Manual.

Past Project Example: City of Turlock's Linwood Avenue ATP Improvement Project - AR/WS is currently providing right of way project management, waiver valuations, appraisal and acquisition services for this project. Waiver valuations were utilized in lieu of appraisals for non-complex, low value acquisitions in order to provide budget savings.

INCENTIVE PAYMENTS

For projects with an accelerated parcel delivery, a Caltrans-approved incentive payment program may be considered. Incentive payments are above the just compensation offer, typically with an expiration date. Incentive payments encourage owners to sign contracts expeditiously.

Past Project Example: Interstate 880 Southbound HOV Lane - AR/WS and the client developed an incentive program that paid owners a premium, if they signed within 21 days of the first written offer. Forty-eight out of 50 owners signed and two went through the condemnation process due to title issues.

POSSESSION AND USE AGREEMENT

Possession and Use Agreements will allow the City to extend negotiations while obtaining possession of property for construction.

Past Project Example: State Route 84 Expressway Widening - AR/WS used Possession and Use Agreements to successfully obtain possession of two parcels required for project construction while continuing to negotiate with the property owners.

PRE-PLANNING OF RESOLUTION OF NECESSITY HEARINGS - Our goal is to obtain all property rights through negotiated agreement. However, advanced planning in case of an impasse in negotiations is one of the most critical needs for any project. By pre-planning schedules for Resolution of Necessity Hearings, the City may significantly reduce the risk of not obtaining possession in a timely manner.

Past Project Example: Highway 12 Corridor Improvement

AR/WS, the client and eminent domain counsel developed a parcel case management protocol to track each parcel from the mapping stage through condemnation. Resolution of Necessity Hearings were pre-scheduled, resulting in a streamlined and efficient condemnation process.

Services & History

AR/WS SERVICES

Project Management & Planning

- Environmental studies support
- Scheduling
- Public meetings and workshops
- Value engineering support
- Risk analysis
- Project delivery strategies
- Budget monitoring
- Uniform Act compliance
- Records management
- Project tracking/reporting

Cost Estimating

- Temporary and permanent property rights
- Acquisition and relocation estimates
- Severance damage analysis
- Schedule projections
- Right of way support costs

Appraisal and Appraisal Review

- Full and partial acquisition appraisals
- Easement analysis
- Damages/Benefits analysis
- Appraisal review services and consultation
- Expert Witness testimony
- Property disposal appraisals

Acquisitions

- Person-to-Person negotiations
- Full and partial acquisitions
- Acquisition of permanent and temporary rights
- Rights of Entry
- Possession and Use Agreements
- Document preparation and processing
- Title and Escrow coordination
- Condemnation support services

Relocation Assistance

- Relocation Plans
- Relocation Program auditing
- Community meeting coordination
- Relocation schedule and cost estimates
- Determinations of eligibility
- Housing Valuation Studies
- Replacement site searching
- Relocation advisory assistance
- Appeals advisory services
- Claims processing

Utility Relocation Coordination

- Utility relocation document preparation
- Relocation cost analysis
- Utility owner coordination
- Utility verification assistance
- Relocation scheduling assistance
- Relocation plan coordination

Property Rights Research

- Document research and analysis
- Title report review and analysis
- Cataloging existing property rights
- Summary reports/title recommendations
- Property rights mapping support
- Title resolution assistance

Caltrans Right of Way Certification Support

- Monitor right of way activities
- Early initiation
- Caltrans Local Programs liaison
- Coordination of information
- Certification of Utility Facilities
- Pertinent documentation
- Delivery of draft certification preparation

HISTORY

TURLOCK EXPERIENCE

AR/WS has provided services to the City of Turlock on several projects since 2015. We provided appraisal review services for the City's Highway 99/Fulkerth Road Interchange project. AR/WS has provided appraisal, appraisal review and acquisition services to the City for the Olive Avenue and Wayside Drive Intersection Improvements Project; West Main Street & South Tegner Road Project; and the Linwood Avenue ATP Improvement Project. We appraised proposed partial acquisitions from one parcel for the City's Surface Water Distribution System Improvements Project. AR/WS also provided these services as part of the related Stanislaus Regional Water Authority's Water Supply Project, under a separate contract. Recently, AR/WS completed one appraisal for potential disposition of a City-owned parcel. Prior to 2015, AR/WS also provided right of way services for the Turlock Transit Center Project.

FEDERAL, STATE AND LOCAL PROCEDURES COMPLIANCE

AR/WS has extensive experience with the following federal funding sources:

- FHWA
- FRA
- FTA
- ARRA
- HBRR
- HBP
- HUD

AR/WS emphasizes the important balance between ensuring fair and equitable treatment to owners and tenants and establishing public confidence in the public acquisition program while meeting project schedules and funding requirements.

AR/WS operates under State and federal guidelines for property appraisal, acquisition, and relocation services and in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 49 CFR Part 24, the Caltrans Right of Way Manual, Government Code Section 7260, et seq. and other applicable regulations.

NORTHERN CALIFORNIA EXPERIENCE

AR/WS has extensive experience in Northern California and have provided real estate and right of way consulting services to numerous local public agencies within the Central Valley. Recent clients have included: City of Tracy; City of Modesto; Visionary Home Builders for projects in Stockton and Tracy; California High Speed Rail Authority with project sites in Fresno, Kings, Kern and Madera Counties; PG&E for projects throughout Northern California including Fresno, Madera, Merced & Stanislaus Counties; Ameresco (City of Manteca); Mid-Valley Engineering (County of Stanislaus); and Prologis (City of Tracy), among others.

EXPERIENCE ON FEDERALLY FUNDED PROJECTS

AR/WS has extensive experience working on federally funded projects. Our federally funded assignments have included funding sources from Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), Federal Transit Administration (FTA), the American Recovery and Reinvestment Act of 2009 (ARRA), U.S. Army Corps of Engineers, Highway Bridge Replacement and Rehabilitation Program (HBRR) and Highway Bridge Program (HBP) projects and U.S. Department of Housing and Urban Development (HUD).

Some of our federally funded project experience in Northern California in recent years includes: California High-Speed Train Project in Fresno, Kings and Kern Counties; MacArthur Drive Widening, 11th Street and MacArthur Drive Improvements, I-205/11th Street Interchange and South West Elementary School Street Improvements in Tracy; State Route 84 Expressway Widening in Livermore; SR-84 and SR-84/I-680 Interchange Improvements in Sunol; I-880 Operational and Safety Improvements at 29th Avenue and 23rd Avenue in Oakland; Jepson Parkway Project in Fairfield and Vacaville; Napa River/Napa Creek Flood Protection Project in Napa; BART Silicon Valley Berryessa Extension; Berry Street Bridge Replacement and Greenwood Avenue Culvert Replacement in Calistoga; Hauser Bridge Replacement and Boyes Bridge Replacement in Sonoma County; Yerba Buena Island I-80 East-Side Ramps, Southgate Road Realignment Improvements, Folsom Street Off-Ramp Realignment, 19th Street Bulb-Out, Lombard Street Corridor Pedestrian Safety and Transbay Transit Center in San Francisco; I-80 Gilman Street Interchange in Berkeley; Green Island Road Project in American Canyon; 7th St. Grade Separation in Oakland; Rawhide Road to Woods Creek Bridge Replacement in Tuolumne County; and the I-580 Richmond-San Rafael Bridge Access Improvement; as well as the City of Turlock's Linwood Avenue ATP Improvement, Intersection Improvements at W. Main St. & Tegner Rd., and N. Olive & Wayside Intersection Improvement projects.

Response Time

RESPONSE TIME

AR/WS utilizes various programs and established processes that increase timely delivery and reduce costs. Property research that is conducted during the development of a proposal is stored in our database and provided to the project manager at the commencement of each assignment. Having this information already on file and ready for use allows for faster response times with limited project set up needed. Document templates for appraisals and acquisition documents are created in Microsoft Word and Excel. AR/WS uses Microsoft 365 and has the ability to deliver project documents to the City via OneDrive links instead of email if preferred. AR/WS staff utilizes Google Earth Pro and subscription services including: Multiple Listing Services (MLS), Costar, and LandVision. AR/WS also has a Zoom subscription to allow virtual meetings with screen sharing. Monthly or as needed status reports are prepared and AR/WS is familiar with using a number of our clients' online platforms, including SharePoint. AR/WS employees utilize shared electronic servers to allow collaboration and editing of electronic documents, but have the administrative staff to provide physical documents when needed. Our files are maintained on the AR/WS servers and in hard-copy files.

AR/WS appraisers have broad experience and expertise in preparing appraisal reports for public agencies. Our appraisers are usually available to begin a new assignment while completing their ongoing work. With our resources of six appraisers who all have extensive experience in providing appraisal services to our public agency clients, AR/WS has the ability to provide appraisals on a single property and on large multi-parcel assignments.

Our preference is to have a single appraiser act as the primary appraiser for a particular client. This approach will result in the most uniform product of the highest quality. On past assignments for the City of Turlock, Brian Drake has been the lead appraiser. However, project schedules and the number of parcels received may require a team of appraisers to be assigned to a single project. In these instances, a lead appraiser will be named and will have the responsibility for quality and uniformity. With our large appraisal staff, AR/WS has the ability to assign additional staff appraisers as the assignments require. A realistic time frame to complete a typical appraisal assignment of average complexity for between one and four properties is usually about 4 – 8 weeks. Our delivery time varies depending on the number of parcels, complexity and current workload. However we would like to emphasize our ability to assign multiple appraisers to meet tight time constraints.

AR/WS acquisition agents are experienced in acquiring property rights for public agencies. Our assignments have included the acquisition of virtually every type of property including residential, commercial, industrial, open space, special use, and acquisitions from other public agencies. AR/WS acquisition agents make every reasonable effort to acquire property expeditiously through a written contract, in compliance with the Uniform Act and applicable State of California laws and regulations.

The preparation, and approval by the City, of acquisition documents will typically be completed within the first week of the project after appraisals are finalized. Acquisition agents will present the first written offer and commence with negotiations during the second week. As soon as an agreement is reached with the property owner, the purchase agreement is signed and escrow closing occurs. While the goal is to complete the negotiations within eight weeks of the first written offer, this timeframe varies based on the complexity of the project and willingness of the property owner to agree.

In instances where acquisition by condemnation is necessary, obtaining possession of the property will take about five to seven months from the adoption of a Resolution of Necessity. If an agreement cannot be made with a property owner within approximately three to four months of the first written offer, we recommend that the condemnation process is initiated while continuing negotiations.

FINANCIAL RESPONSIBILITY AND INNOVATIVE SOLUTIONS

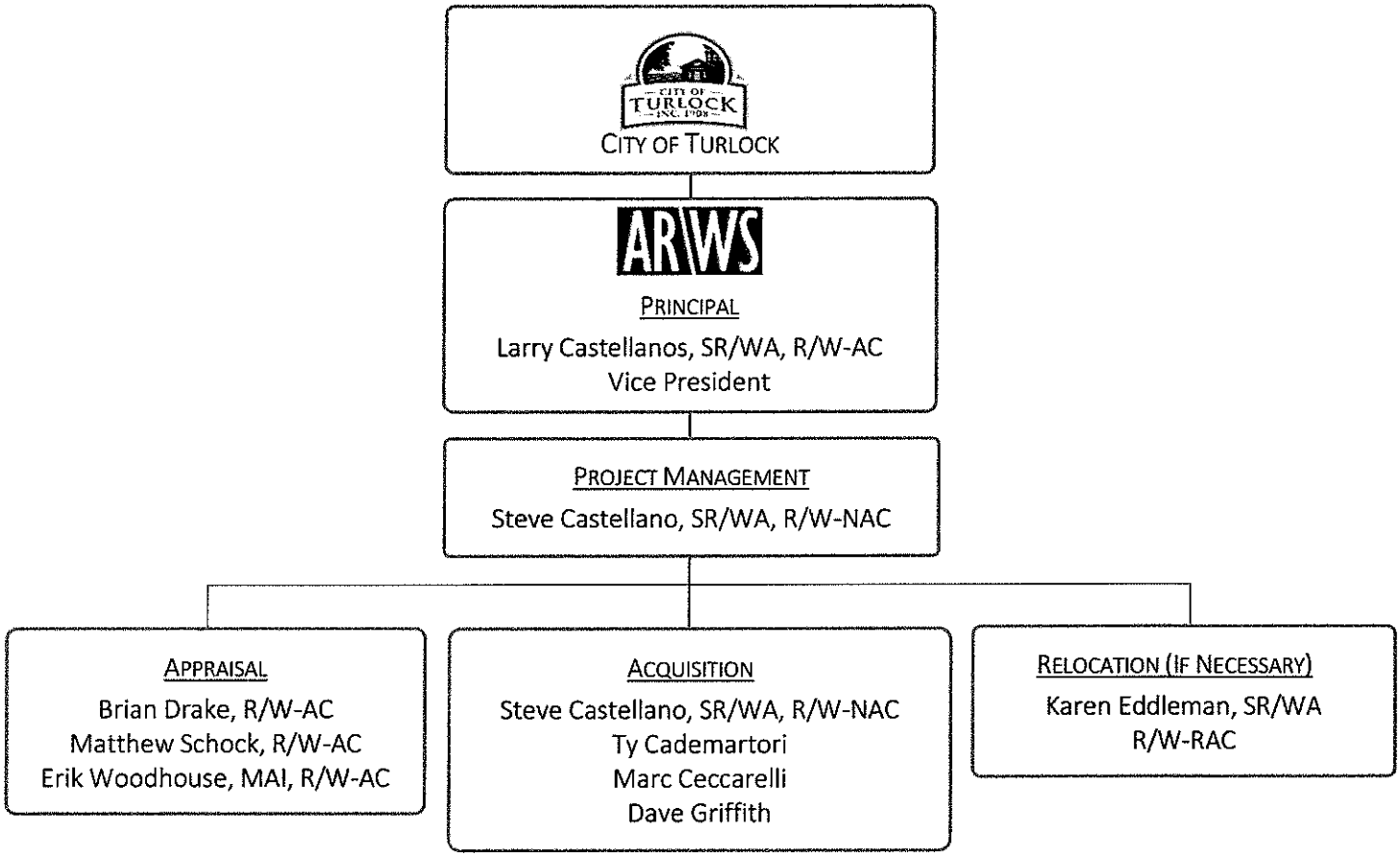
AR/WS is keenly aware of the need to monitor and control budgets and to use resources efficiently. We believe that our services on City projects should be cost effective and efficient, and build public confidence in the City's real estate program. When assignments are made, the appropriate consulting level will be used to ensure that efforts that can be efficiently completed and lower rates are utilized. Each consultant will receive an internal assignment sheet that outlines the task, budget, effort level and schedule for completion. Regular staff assignment meetings will be conducted and innovative problem-solving will be encouraged. AR/WS consultants utilize the resources of our full administrative staff. This helps in efficiency and budget control. Our administrative staff is experienced in providing file maintenance and document preparation.

AR/WS is available to assist in assessing particular property issues, risks to the schedule and strategies to avoid potential unforeseen costs or legal concerns. With our experienced and knowledgeable staff, AR/WS is always looking for creative ways to solve problems. This is enhanced by having all of our staff in one office, which allows us to maximize the sharing of information and develop innovative strategies.

The stability of our staff allows the same core group of professionals to be involved throughout a project's duration, which will limit redundancies and benefit the coordination effort. AR/WS has successfully performed many complex assignments with rigid time constraints. Should the need arise, we have the ability to seamlessly supplement our proposed team members.

PROJECT TEAM

The AR/WS team members listed below are the key personnel included in this RFQ. AR/WS employs full time professionals including real estate appraisers, property acquisition agents, relocation agents and administrative staff who have worked together on many successful projects in the past. Should the need arise; we have the ability to seamlessly supplement our proposed key staff members.



NAME	ROLE	YEARS IN INDUSTRY	YEARS AT AR/WS
Larry Castellanos, SR/WA, R/W-AC	Principal	30	23
Steve Castellano, SR/WA, R/W-NAC	Project Manager	30	21
Matthew Schock, R/W-AC	Appraisal Manager	13	13
Erik Woodhouse, MAI, R/W-AC	Appraisal/ Review	17	8
Brian Drake, R/W-AC	Appraisal/ Review	16	9
Ty Cademartori, RWA	Acquisition	14	7
Marc Ceccarelli	Acquisition	10	3
Dave Griffith	Acquisition	15	1
Karen Eddleman, SR/WA, R/W-RAC	Relocation	31	15

Full resumes are included in the Appendix and detail the current responsibilities, prior experience, education, licensing and coursework of our project team members.

LARRY CASTELLANOS, SR/WA, R/W-AC — PRINCIPAL

Mr. Castellanos serves as Vice President of AR/WS and has 30 years of experience as an appraiser and right of way agent. He joined AR/WS in 1997 after seven years as a Caltrans Right of Way Agent. Mr. Castellanos has managed large right of way projects throughout Northern California. He has extensive experience in federally funded projects and takes an active role in complex multi-disciplinary Caltrans related projects. Mr. Castellanos has a thorough understanding of the entire process due to his experience in preparing appraisals, performing appraisal reviews, negotiating to acquire property rights from owners, and providing relocation assistance to residential and business occupants. Mr. Castellanos is approved by the International Right of Way Association to teach appraisal courses.

STEVE CASTELLANO, SR/WA, R/W-NAC — PROJECT MANAGEMENT

Mr. Castellano has 30 years of industry experience. Before joining the AR/WS team, he served as a Right of Way Agent with Caltrans, District 12, where he honed valuable acquisition and negotiation experience working with property owners, attorneys, and the general public on projects and issues relating to acquisition of property rights for highway projects. Mr. Castellano has served as project manager on numerous right of way projects. He is experienced in providing acquisition/negotiation services and is assigned the more complex acquisitions performed by AR/WS. Mr. Castellano specializes in providing services on Caltrans related and federally funded projects. He is currently providing project management services for the City's Linwood Avenue ATP Improvement Project. He has earned his SR/WA designation and R/W-NAC (Right of Way Negotiation Certification) from the International Right of Way Association (IRWA). Mr. Castellano has extensive eminent domain and Uniform Act training.

MATTHEW SCHOCK, R/W-AC — APPRAISAL MANAGER AND APPRAISAL SERVICES

Mr. Schock has been with AR/WS since 2007 and currently serves as Client Services Director and Appraisal Manager. Mr. Schock has provided appraisal services for various public infrastructure projects which have included the appraisal of agricultural, residential, industrial, commercial and special use properties. Mr. Schock has significant experience appraising rural and agricultural properties. Since joining AR/WS, he has received his Certified General Appraisal Certification for the State of California, and the Right of Way Agent (RWA) and Right of Way Appraisal (R/W-AC) Certifications from the IRWA.

ERIK WOODHOUSE, MAI, R/W-AC — APPRAISAL SERVICES

Mr. Woodhouse joined AR/WS in 2012 and has 17 years of industry experience. Mr. Woodhouse performs appraisals for full and partial acquisitions assignments on improved and unimproved properties for public improvement projects. Mr. Woodhouse's work includes the valuation of commercial, industrial, and multi-family residential properties for transportation improvement projects. He also prepares complex full and partial acquisition appraisal reports for commercial, residential, and agricultural land, in addition to improved retail, office industrial, multi-family, marina, hotel and agricultural properties. Mr. Woodhouse's experience is essentially all in the preparation of appraisal reports for public agencies. Mr. Woodhouse earned the distinguished MAI designation, in 2011, from the Appraisal Institute and the Right of Way Appraisal Certification (R/W-AC) from the International Right of Way Association (IRWA).

BRIAN DRAKE, R/W-AC — APPRAISAL SERVICES

Mr. Drake joined AR/WS in 2011, and has 16 years of industry experience. As a Real Estate Appraiser, the scope of Mr. Drake's work includes complex appraisals on improved and unimproved properties for public improvement projects, as well as valuations for full and partial acquisitions of residential, commercial, industrial, and agricultural properties for transportation and utility improvement projects. With his experience having worked on numerous complex appraisals, Mr. Drake possesses a unique and vast range of valuable knowledge. He has been the lead appraiser on several City assignments. Mr. Drake has earned the Right of Way Appraisal Certification (R/W-AC) from the IRWA.

TY CADEMARTORI, RWA — ACQUISITION SERVICES

Mr. Cademartori joined Associated Right of Way Services, Inc., in 2013 and currently serves as a Right of Way Consultant. The scope of Mr. Cademartori's work primarily includes consulting services in the area of property acquisition. As an Acquisition Consultant, Mr. Cademartori negotiates to acquire improved and unimproved agricultural, residential, and commercial properties for full and partial acquisitions; including fee simple, temporary and permanent easements. Additional responsibilities include the preparation of documents, coordinating and monitoring escrow and recording/closing of properties. He is familiar with general real estate practices as related to acquisitions, management, and disposal of real property interests.

MARC CECCARELLI — ACQUISITION SERVICES

Mr. Ceccarelli joined Associated Right of Way Services, Inc., in 2017 and has 10 years of industry experience. As an Acquisition Consultant, Mr. Ceccarelli's responsibilities include communications and negotiations with property owners, preparation of first written offer documents, administrative settlements, escrow instructions and project correspondence. He actively negotiates with property owners, prepares offer documents and Agreements, and provides title and escrow coordination. He works closely with AR/WS clients during the property acquisition process to ensure compliance with Caltrans requirements. He is very familiar with State and Federal regulations. Prior to joining AR/WS Mr. Ceccarelli was a Right of Way Agent with Caltrans District 4. Mr. Ceccarelli is currently working on the City's Linwood Avenue ATP Improvement Project.

DAVE GRIFFITH — ACQUISITION SERVICES

Mr. Griffith comes to AR/WS with over 20 years of related public agency experience, and currently serves as a Right of Way Consultant. Mr. Griffith has proven his ability to successfully work with property owners to acquire property rights on assignments for PG&E. The scope of Mr. Griffith's work includes right of way and real estate negotiations and acquisitions, contract and document preparation, property research, investigation and related services for public agencies. Mr. Griffith is currently working on the City's Linwood Avenue ATP Improvement Project.

KAREN EDDLEMAN, SR/WA, R/W-RAC — RELOCATION ADVISOR

Ms. Eddleman has over 31 years of direct field work experience in relocating businesses, non-profit organizations, and residential households for public agencies and non-profit organizations. Ms. Eddleman manages many of the firms more complicated Relocation projects. Her understanding of relocation laws and regulations allows her to assist Clients as they plan for the relocation of project occupants. Ms. Eddleman has also had considerable experience with testifying in depositions and at trial for relocation and loss of business goodwill matters. Ms. Eddleman is approved by the International Right of Way Association to teach relocation courses. She has earned her SR/WA and R/W-RAC (Right of Way Relocation Assistance Certification) from the International Right of Way Association.

FEES

FEES

As requested, our fee schedule is included in a separately sealed envelope.

PUBLIC AGENCIES

PUBLIC AGENCY EXPERIENCE

AR/WS has focused its efforts on serving public agencies since its inception. Our staff is experienced in preparing appraisal reports and acquiring property rights for public agencies. Our work has been completed for local, state and federally funded projects.

Federally funded projects include sources such as the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), Federal Railroad Administration and the U.S. Army Corps of Engineers. AR/WS consultants have followed the FHWA and FTA rules, regulations and procedures for interstate, state highway system, federally funded and rail transit projects. AR/WS is currently working on several federally funded projects where the preparation of appraisal reports and review appraisal reports are required. All of these current assignments are for property acquisitions by State of California local agencies, which require compliance with 49 CFR, Part 24.

The majority of AR/WS services are provided to public agencies for projects that include partial acquisitions from private properties under the threat of eminent domain. The AR/WS team members included on our team have extensive experience providing services in the real estate appraisal and property acquisition processes, and through eminent domain when necessary. Our proposed project team members have worked on public agency acquisition and eminent domain related projects virtually their entire professional careers and are skilled in the application of regulations relevant to the Project.

REPEAT CLIENTS – PROVEN TRACK RECORD

Over the years, public agencies have used AR/WS as their on-call right of way/real estate "staff." Many AR/WS assignments are the result of well-established records of solid project performance with agencies. A significant number of our contracts are either repeat or long-term contracts, including: Central Contra Costa Sanitary District (since 1989); City of Tracy (since 1993); City of Santa Rosa (since 1999); Napa County Flood Control and Water Conservation District (since 1999); Zone 7 Water Agency (since 1999); City of Concord (since 2000); City of Modesto (since 2002); Santa Clara Valley Water District (since 2003); San Francisco Public Utilities Commission (since 2005); Alameda County Transportation Commission (since 2005); Pacific Gas & Electric Company (since 2011); California High Speed Rail Authority (since 2012); and others.

An AR/WS Partial Client List is included on the following page. This list includes several of the public agencies we have as clients.

AR/WS PARTIAL CLIENT LIST

CITIES

Alameda	Daly City	Hercules	Newark	Riverbank	Sausalito
Albany	Danville	Hollister	Novato	Rohnert Park	South San Francisco
American Canyon	Dixon	Lafayette	Oakland	Sacramento	St. Helena
Antioch	Dublin	Lathrop	Oakley	San Francisco	Stockton
Belmont	East Palo Alto	Livermore	Oroville	San Jose	Sunnyvale
Berkeley	El Cerrito	Menlo Park	Palo Alto	San Leandro	Tracy
Brawley	Elk Grove	Milpitas	Petaluma	San Mateo	Turlock
Brentwood	Emeryville	Modesto	Pinole	San Pablo	Union City
California City	Escalon	Monterey	Pittsburg	San Rafael	Vacaville
Calistoga	Fairfield	Morgan Hill	Pleasant Hill	San Ramon	Vallejo
Ceres	Fremont	Mountain View	Pleasanton	Santa Clara	
Concord	Hayward	Napa	Reno	Santa Rosa	

COUNTIES

Contra Costa	Mendocino	Napa	San Benito	San Joaquin	Sonoma
El Dorado	Monterey	Sacramento	San Francisco	Santa Clara	Tuolumne

SPECIAL DISTRICTS, TRANSPORTATION AUTHORITIES AND OTHERS

Alameda County Congestion Management Agency
Alameda County Transportation Commission
Alameda County Water District
Bay Area Rapid Transit (BART)
California High-Speed Rail Authority
Central Contra Costa Sanitary District
Ceres Unified School District
Circle Oaks Water District
Contra Costa Community College District
Contra Costa Transportation Authority
Contra Costa Water District
Delta Diablo Sanitation District
Diablo Water District
Dublin San Ramon Services District
East Bay Municipal Utility District
Fairfield-Suisun Sewer District
Las Gallinas Valley Sanitary District
Marin County Flood Control Water Conservation District
Montara Water and Sanitary District
Mt. House Community Services District
Mt. View Sanitary District
Napa County Flood Control & Water Conservation District
Napa Sanitation District
Napa Valley Transportation Authority
Novato Sanitary District
Oro Loma Sanitation District
Pacific Gas and Electric Company (PG&E)
Sacramento Regional Transit District
San Benito County Water District
San Francisco County Transportation Authority
San Francisco Public Utilities Commission
Santa Clara Valley Transportation Authority
Santa Clara Valley Water District
Silicon Valley Clean Water
Solano Transportation Authority
Sonoma County Regional Parks
Sonoma County Transportation Authority
Sonoma Marin Area Rail Transit
Transbay Joint Powers Authority
Zone 7 Water Agency

REFERENCES

City of Turlock

VARIOUS PROJECTS

AR/WS has provided appraisal, appraisal review and acquisition services to the City of Turlock for various assignments since 2015.

AR/WS provided appraisal review services for the City's Highway 99/Fulkerth Road Interchange project in 2015. AR/WS completed four appraisal reviews for proposed acquisitions from an automotive dealership and three vacant sites zoned for commercial uses for this on-system Caltrans project.

In 2016, AR/WS provided appraisal services for the North Olive Avenue and Wayside Drive Intersection Improvement project, which required the partial fee acquisition from one parcel to widen the roadway on the southwest corner. The appraisal for this project required significant analysis of the impacts of lost parking spaces for a medical office building. The appraisal report was completed and approved by the independent review appraiser. Due to changes in the design for proposed replacement parking intended to mitigate project impacts, the appraisal report was updated in 2017. AR/WS provided acquisition services for this project and negotiations were recently completed with the owner signing an agreement.

Also, in 2017, AR/WS appraised proposed partial acquisitions from one parcel for the City's Surface Water Distribution System Improvements Project. AR/WS also provided appraisal and acquisition services as part of the related Stanislaus Regional Water Authority's Water Supply Project, under a separate contract.

In 2018, AR/WS completed five appraisals and updated appraisals for the Intersection Improvements at West Main Street & South Tegner Road, which required approval by an independent review appraiser. AR/WS also provided acquisition and negotiation services for this project.

In 2019, AR/WS completed one appraisal for potential disposition of a City-owned parcel. Most recently, AR/WS completed 3 appraisals for proposed partial acquisitions for the Linwood Avenue ATP Improvement Project, which required approval by an independent review appraiser. AR/WS also prepared waiver valuations for 6 parcels with non-complex acquisitions. AR/WS has presented the owners with written offers and negotiations have commenced. More recently, AR/WS prepared an appraisal on one of the parcels that was previously a waiver valuation after the value of the acquisitions increased above the waiver valuation threshold.

LOCATION
City of Turlock

SERVICES
Project Management
Appraisal
Appraisal Review
Acquisition

DURATION
2015 – Ongoing

KEY PERSONNEL
Steve Castellano
Brian Drake
Keith Shintani
Rosalyn Zeigler
Marc Ceccarelli

REFERENCE
Nathan Bray, P.E.
Director of Development Services
156 S. Broadway, Suite 150
Turlock, CA 95380
(209) 668-2096
nbray@turlock.ca.us

City of Tracy

VARIOUS PROJECTS

Since 1993, AR/WS staff has provided real estate appraisal, acquisition and relocation assistance on multiple public projects for various departments within the City of Tracy. Properties impacted have included commercial, industrial, residential and agricultural uses involving full and partial acquisitions with severance damages and permanent and temporary easements. AR/WS has also prepared appraisal reports for several parcels for disposition purposes.

Recent projects (since 2016) include the 11th Street and MacArthur Drive Improvements, South West Elementary School Street Improvements and MacArthur Drive Widening project. All of these projects were federally funded, requiring conformance with the Caltrans Right of Way Manual.

The 11th Street and MacArthur Drive Improvements project included appraisal and acquisition services for partial acquisitions from the frontages of four commercial parcels. AR/WS also provided relocation assistance services to one non-profit organization. The South West Elementary School Street Improvements project required 11 expedited appraisal reports and the preparation of acquisition documents. This project is intended for the construction of sidewalk, curb and gutter, and the installation of street lights and wheelchair ramps to provide continuous safe walking conditions for the public and students of South West Park Elementary School. Property types impacted included residential and vacant land. The MacArthur Drive Widening project included appraisals and acquisition services for partial acquisitions from 16 parcels and relocation services for two households and one absentee landlord.

Other projects in recent years have included the Wastewater Treatment Plant Pipeline, the widening of Grant Line Road and the Corral Hollow Road Widening projects. The Wastewater Treatment Plan Pipeline project included appraisal and acquisition services for easement acquisitions from 14 parcels. The Grant Line Road Widening involved the appraisal and acquisition of approximately 30 parcels consisting of rural residential, agricultural and industrial uses. The Corral Hollow Widening consisted of appraisal reports and property acquisition services for partial acquisitions along the frontages of 12 parcels. AR/WS is currently providing project management, waiver valuations, appraisals and acquisition services on the next phase of the Corral Hollow Road Widening project, which includes acquisitions from over 50 parcels. AR/WS staff is actively acquiring property rights for the Corral Hollow project and has currently reached settlements with a majority of the property owners.

LOCATION
City of Tracy

SERVICES
Project Management
Appraisal
Acquisition
Relocation

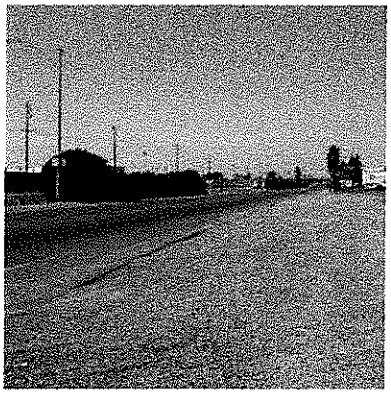
DURATION
1993 – Ongoing

KEY PERSONNEL
Steve Castellano
Brian Drake
Keith Shintani
Marc Ceccarelli
Gary Dowd
Karen Eddleman
Andrew Marchesano
Erik Woodhouse
Matthew Schock

REFERENCE
Zabih Zaca
Senior Civil Engineer
333 Civic Center Plaza
Tracy, CA 95376
(209) 831-6452
zabih.zaca@ci.tracy.ca.us

City of Modesto

VARIOUS PROJECTS



AR/WS has provided on-going appraisal, acquisition, and relocation services involving 19 assignments since 2002. We have worked closely with the City's engineering staff, City Attorney's office, Property Agent and former Business Development Manager. Assignments have included the preparation of full and partial acquisition appraisal reports for commercial, residential, industrial and agricultural properties. Acquisition services have been provided on a variety of property interests on commercial, industrial, residential, rural and publicly owned properties. Relocation advisory assistance to affected project occupants has been provided by AR/WS staff on various transportation, water and sewer projects.

Services have also included review of appraisal reports and general consultation regarding property issues. AR/WS staff appraisers completed property appraisal services for the City's Primary Outfall Rehabilitation project (21 appraisals) and the Emerald Trunk Line project (three appraisals) from 2009 to 2010. In 2012, AR/WS staff completed an appraisal for partial acquisitions from an agricultural property located in unincorporated Stanislaus County for a proposed well site. AR/WS subsequently provided an update to this report in 2016. In 2015, AR/WS completed an appraisal for partial acquisitions from a shopping mall for the federally-funded Dale Road Bus Turnout Project. In 2017, AR/WS prepared an appraisal for the City's Sutter Wastewater Treatment Plant. Most recently, in 2019, AR/WS prepared an appraisal of a City-owned property with historic structures built in the 1800s.

AR/WS recently provided project management and acquisition services for 5 properties for the Hetch Hetchy and Claratina Avenue Structure Crossing Project. AR/WS also prepared a Relocation Plan and provided relocation assistance for one residential household.

LOCATION

City of Modesto

SERVICES

Appraisal
Acquisition
Relocation

DURATION

2002 – Ongoing

KEY PERSONNEL

Larry Castellanos
Erik Woodhouse
Steve Castellano
Rosalyn Zeigler
Brian Drake
Keith Shintani

REFERENCE

Ryan Daugherty, MPA
Property Agent
1010 Tenth Street, Suite 4500
Modesto, CA 95353
(209) 577-5399
rdaugherty@modestogov.com

City of Livermore

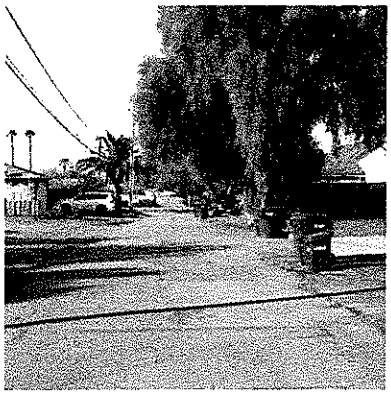
VARIOUS PROJECTS

AR/WS has provided appraisal services to the City of Livermore for several assignments since 2015. In 2015, an appraisal review was prepared for a LAVTA acquisition. In 2016, appraisals were prepared for a partial acquisition for West Jack London Boulevard Project, and a leasehold valuation of an auto services shop. In 2016 and 2017, AR/WS worked on the Arroyo Road and Pleasant View Lane Annexation project, which proposed the annexation of the Arroyo Road and Pleasant View Lane neighborhood into the City of Livermore to address public health and safety concerns. The annexation of these areas intended to enable the City to provide sanitary sewer service, assist residents with compliance of Alameda County Environmental Health Department and State regulations, and address public health and groundwater issues.

AR/WS provided right of way project management, appraisal and acquisition services. There was a total of 23 parcels within the area being considered for annexation. AR/WS provided appraisal and acquisition services for 16 parcels in the Pleasant View Lane neighborhood. The project required permanent public utility and sanitary sewer easements from each parcel, and emergency vehicle access easements from 15 parcels.

Agreements were signed for all 16 parcels. AR/WS acquisition agents also provided extensive assistance in obtaining consent and subordination agreements for the easement rights being acquired by the City, including coordinating with the title company and contacting lenders.

In 2017 and 2018, AR/WS prepared appraisals for the Arroyo Road Project, which included partial acquisitions from 7 properties. Most recently in 2018 & 2019, AR/WS has prepared appraisals for acquisition and disposition purposes for several parcels in downtown Livermore as part of the City's Downtown Core Implementation Program.



LOCATION

City of Livermore

SERVICES

Project Management
Appraisal
Acquisition

DURATION

2016 – Ongoing

KEY PERSONNEL

Steve Castellano
Keith Shintani
Erik Woodhouse
Rosalyn Zeigler
Matthew Schock
Marc Ceccarelli

REFERENCE

Cheri Sheets
City Engineer
1052 South Livermore Avenue
Livermore, CA 94550
(925) 960-4500
crsheets@cityoflivermore.net

City of Sacramento

VARIOUS PROJECTS

In 2018 and 2019, AR/WS worked on the City of Sacramento's Meadowview Road Streetscape Project. This project intends to improve driving, bicycling and walking on Meadowview Road and 24th Street.

Appraisals were prepared for partial fee acquisitions and TCEs from 9 parcels with 6 owners on an expedited timeframe, including one parcel that was later placed on hold. This project included a wide variety of property types, including commercial, multifamily, vacant subdivision, vacant commercial, transit oriented and large government-owned properties.

The assignment also required report approval by an independent appraisal reviewer. AR/WS also prepared the appraisal summary statements for each of the properties.

From 2008 – 2011, AR/WS worked on the City of Sacramento's I-5 Cosumnes River Boulevard Interchange Project. This project provided an east-west transportation corridor for the southwestern section of Sacramento by connecting Route 99 and Interstate 5. The connection included a new interchange where Cosumnes River Blvd. crosses Interstate 5. The project also provided a new regional connection between Franklin Blvd. and Freeport Blvd.

In 2008 AR/WS provided appraisal services for the project, which included the appraisal of 5 larger parcels. AR/WS staff appraisers prepared the appraisal reports, which required appraisal review and Caltrans approval. In 2011, AR/WS was hired by the City of Sacramento to prepare new appraisal reports for three of the original properties. Again, AR/WS completed this assignment working with City staff and the review appraisers. During this timeframe, AR/WS also provided a full-time consultant to the City's Real Estate Services Department to provide acquisition and general consulting services for various City projects. This consultant essentially acted as a staff member of the City.

LOCATION
City of Sacramento

SERVICES
Appraisal

DURATION
2008 – Ongoing

KEY PERSONNEL
Brian Drake
Matthew Schock

REFERENCE
Ken Hancock, SR/WA
Real Property Agent
915 I Street, 2nd Floor
Sacramento, CA 95814
(916) 808-5752
khancock@cityofsacramento.org

City of Morgan Hill

VARIOUS PROJECTS

AR/WS provided appraisal and property acquisition services to the City of Morgan Hill on numerous projects, including the Tennant Avenue/Hwy 101 Interchange, the West Dunne Avenue Improvements Project, and the Butterfield Blvd. Extension Project. AR/WS also worked on the appraisal and acquisition of various properties at the request of the City. AR/WS is currently working on the Hale Ave Extension project. This project is intended to provide congestion relief along Monterey Road through the downtown, as well as relief for the residential areas west of the downtown area that now bear the burden of commute and passthrough traffic.

Larry Castellanos provided project management for the City's Tennant Avenue/Hwy 101 Interchange project. He provided coordination with the appraiser, property acquisition agent, City, design engineer, legal counsel and Caltrans to obtain a Caltrans Right of Way Certification. Steve Castellano provided project management for the City's West Dunne Ave. Improvements and Butterfield Blvd. Extension projects. For the Hale Ave. Extension project Mr. Castellano is providing project management services.

The West Dunne Avenue Improvements Project included the appraisal and acquisition of 15 partial acquisition parcels. This project was completed successfully by AR/WS in 2010.

AR/WS staff also provided appraisal and property acquisition services for the Butterfield Boulevard Extension Project which included 14 partial acquisition parcels.

Appraisals were completed for all 12 properties on the Hale Avenue Extension Project, which included partial fee simple acquisitions and slope easements. Property types included residential, utility and vacant uses. Complexities have included acquisitions from a utility substation with a complex highest and best use analysis, a parcel owned by Santa Clara County with a residence located in the acquisition area, and partial acquisitions from three vacant parcels resulting in severance damages due to uneconomic remnant parcels.

AR/WS has provided appraisal and acquisition services for 12 properties and one residential relocation. AR/WS appraised all 12 properties, acquired 9 of the 12 parcels, and completed 1 residential relocation. Two of the remaining parcels, owned by PG&E went through the condemnation process. The City handled the negotiations for the final parcel.

LOCATION

City of Morgan Hill

SERVICES

Project Management
Appraisal
Acquisition
Relocation

DURATION

2008 – Ongoing

KEY PERSONNEL

Larry Castellanos
Steve Castellano
Rosalyn Zeigler
Matthew Schock
Emily Plurkowski

REFERENCE

David Gittleson
Associate Engineer
17575 Peak Avenue
Morgan Hill, CA 95037
(408) 778-6480
David.gittleson@morganhill.ca.gov

City of Dublin

VARIOUS PROJECTS

In 2001, AR/WS provided appraisal reports for 10 parcels required for the Dublin Boulevard Widening Project, which was funded with State Transportation Improvement Program funds and required compliance with the State Right of Way procedures for local Federal-aid transportation projects.

In 2007, AR/WS provided appraisal services to the City for the St. Patrick Way Extension. The project included a partial acquisition proposed from the rear portion of a retail shopping center anchored by Orchard Supply Hardware.

In 2013 and 2014, AR/WS provided appraisal and acquisition services for the Dougherty Road Improvements Project. The project intended to widen the roadway to six travel lanes for approximately from Sierra Lane to the north City Limit, including bicycle lanes and a raised landscaped median. This project required a partial fee simple acquisition and temporary construction easement from a service commercial property that included a paint store, glass shop, auto service and warehouse/storage uses. This assignment required complex damages analysis due to the impact of the proposed acquisitions on the remainder property and loss of parking on the site. Multiple scenarios were analyzed in the appraisal that included standard-sized parking spaces, compact parking spaces, and removing a portion of the building.

In 2016, AR/WS prepared an appraisal for the City's Traffic and Facility Impact Fee Study update. The appraisal intended to provide the City with ranges of estimated land values for various vacant land uses proposed in the City of Dublin Specific Plan and/or other areas including the Dublin Ranch, East Dublin Ranch, Silvera Ranch and Schaefer Ranch.

Most recently, in 2019, AR/WS provided appraisal services to the City for another phase of the St. Patrick Way Right of Way Acquisition Project. The project intends for St. Patrick Way to be extended as a public roadway from Golden Gate Drive to Regional Street and required two separate partial fee simple acquisitions from a property improved with a shopping center. The extension of St. Patrick Way is associated with development that have been constructed or proposed within the area, including the prior phase of the Extension, and the construction of the West Dublin/Pleasanton BART station and parking garage constructed for BART commuters.

LOCATION
City of Dublin

SERVICES
Project Management
Appraisal
Acquisition

DURATION
2001 – 2019

KEY PERSONNEL
Steve Castellano
Matthew Schock
Keith Shintani

REFERENCE
Laurie Sucgang
Assistant Public Works Director/City Engineer
100 Civic Plaza
Dublin, CA 94568
(925) 833-6630
Laurie.sucgang@dublin.ca.gov

Alameda County Transportation Commission

VARIOUS PROJECTS

AR/WS has provided right of way consulting services to the Alameda County Transportation Commission (ACTC) and its predecessors since 2005. Services have included project management, cost estimating, appraisal, acquisition, relocation, utility coordination, and Right of Way Certification support services on a variety of projects.

Several projects have included complex appraisal and acquisition issues, which have required significant coordination with ACTC, design engineers, Caltrans Right of Way, legal counsel, environmental consultants, independent review appraisers, specialty appraisers, and others.

AR/WS has implemented numerous technical innovations on ACTC projects, including the use of Single Agent offers utilizing Waiver Valuations; accelerated negotiations by mail; incentive payments to encourage expedited settlements; and Possession and Use Agreements to obtain possession of property while negotiations continue. AR/WS has also provided critical strategic guidance and risk assessment for several projects. Our consultants have represented ACTC in a professional manner and openly communicated with the property owners and tenants. AR/WS has provided value engineering and other support to help maintain project schedules and reduce potential costs and legal concerns, despite project complexities.

Recent projects have included the I-80 Gilman Interchange Improvement; SR 84 Widening & SR 84/I-680 Interchange Improvements; Port of Oakland Capital Improvement/7th Street Grade Separation; Oakland-Alameda Access; I-880 Operational and Safety Improvements at 29th and 23rd Ave.; I-880 Southbound HOV Lane; and State Route 84 Expressway Widening Projects.

LOCATION

Alameda County

SERVICES

Project Management
Cost Estimating
Appraisal
Appraisal Review
Acquisition
Relocation
Utility Coordination

DURATION

2005 – Ongoing

KEY PERSONNEL

Steve Castellano
Erik Woodhouse
Jim Richards
Larry Castellanos
Mark Ricards
Matthew Schock
Marc Ceccarelli

REFERENCE

Gary Sidhu
Project Manager
1111 Broadway, Suite 800
Oakland, CA 94607
(510) 208-7441
gsidhu@alamedactc.org

ADDITIONAL REFERENCES

Daisy Lee
Senior Flood Project Analyst
Napa County Flood Control District & Water Conservation District
(707) 253-4514
Daisy.lee@countyofnapa.org

Julie McDaniel
Office Chief
Caltrans, District 4 – Right of Way
(510) 286-5308
Julie_mcdaniel@dot.ca.gov

Shirley Parker
Assistant Director of Real Property
California High Speed Rail Authority
(916) 403-6937
Shirley.parker@hsr.ca.gov

Nathan Mott
Supervisor
Pacific Gas & Electric Company
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NXMV@pge.com

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County of Napa
(707) 259-8443
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San Francisco County Transportation Authority
(415) 522-4812
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Brian Fitzpatrick
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San Mateo County Transit District
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fitzpatrickb@samtrans.com

Dina Brasil
Right of Way Manager
San Francisco Public Utilities Commission
(415) 934-3914
dbrasil@sfwater.org

Pamela Schock Mintzer
Attorney at Law
Wendel Rosen Black & Dean
(510) 834-6600
pmintzer@wendel.com

SAMPLE WORK

Three samples of work have been provided with confidential information redacted. Due to the size of these work samples, they have been included in a separate envelope titled "Sample Work" within the hard copy submittal, and in a folder titled "Sample Work" in the electronic submittal.

APPENDIX

SAMPLE AGREEMENT

AR/WS has reviewed the sample agreement provided by the City and requests the following changes.

26. **Indemnification by Professional.** To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), 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 negligent acts, willful misconduct ~~acts~~ or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents.

RESUMES & LICENSES OF PROJECT TEAM

The resumes and licenses of our project team are on the following pages.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Larry Castellanos, SR/WA, R/W-AC

VICE PRESIDENT / PROJECT MANAGEMENT / PRINCIPAL

Larry Castellanos joined Associated Right of Way Services, Inc., in 1997. Mr. Castellanos is responsible for project management of multi-faceted projects involving property appraisal, acquisition and relocation throughout the San Francisco Bay Area, Central Valley and Sacramento region. He has negotiated full and partial acquisitions numbering in the hundreds on improved, unimproved, agricultural, commercial, industrial, residential, multi-tenant and public agency properties. Experienced in redevelopment, transportation, flood control, and pipeline projects, Mr. Castellanos often conducts informational presentations about the right of way and acquisition process to public agency boards, staff and legal counsel.

Mr. Castellanos began his career at AR/WS as an Acquisition Consultant and Appraiser before being promoted to Appraisal Manager. While managing the company's appraisal division, he worked closely with public agency legal counsel on appraisal report preparation and reviewed appraisals for federally funded projects. He coordinated the hiring of specialists in hazardous waste, vineyards, wetlands, and fixtures and equipment; and prepared full and complex partial acquisition eminent domain appraisal reports for commercial, industrial, residential and agricultural properties. Prior to joining the AR/WS team, Mr. Castellanos was a Right of Way Agent for the California Department of Transportation, where he gained acquisition and appraisal experience. Responsible for preparing and presenting written offers for real property acquisitions, Mr. Castellanos negotiated full and partial acquisitions of commercial and industrial property, including contaminated parcels.

RELEVANT EXPERIENCE

- **Napa County Flood Control and Water Conservation District,** *Napa River/Napa Creek Flood Protection Project*. Project Management. The Napa River/Napa Creek Flood Protection Project included improvements to six miles of the Napa River from Highway 29 at the Butler Bridge/Southern Crossing to near Trancas Street, and Napa Creek from its outfall to the Napa River about one mile upstream. Mr. Castellanos provided project management on the replacement of the Third Street, First Street and Maxwell Bridges. Tasks included coordination with Caltrans for the Maxwell Street Bridge, which was an on-system project with federal funding.
- **California High-Speed Rail Authority,** *California High-Speed Rail Project*. Project Management. Mr. Castellanos is the AR/WS Project Manager for this project, managing the AR/WS team and all aspects of the right of way process. AR/WS team members are currently providing project management, appraisal and property acquisition services in Kern County as part of the Fresno to Bakersfield section of the project.
- **Council of San Benito County Governments,** *Highway 25 Bypass Project*. Project Management. This project included the construction of a new six lane at-grade arterial roadway in unincorporated San Benito County and the City of Hollister. Mr. Castellanos managed this complicated project which had been in the works for decades causing potential project influence issues. He managed the AR/WS team of appraisers, property acquisition agents and relocation assistance advisor. Mr. Castellanos also worked closely with the Client, design engineer, legal counsel and the Board. The project included appraising and acquiring 17 parcels, several of which were owned by established long term residence and were in transition from historic agricultural use to residential and commercial uses. The valuations considered dedication requirements and project influence, while using only a limited amount of recent available sales.

EDUCATION

MBA, Finance, University of San Francisco

BS, Finance, California State University, Sacramento

CERTIFICATION / LICENSES

State of California Real Estate Broker License No. 01223935

State of California General Real Estate Appraiser No. AG026501

R/W-AC, Appraisal Certified, IRWA

SR/WA, Senior Member, IRWA

MEMBERSHIPS

International Right of Way Association

Appraisal Institute

EXPERIENCE HIGHLIGHTS

- ✓ 30 years of industry experience
- ✓ Project management and coordination experience
- ✓ In depth knowledge of federal and state guidelines
- ✓ Former Caltrans Right of Way Agent
- ✓ Approved teacher for the International Right of Way Association

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Larry Castellanos

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 026501

Effective Date: January 29, 2019
Date Expires: January 28, 2021

Jim Martin, Bureau Chief, BREA

3044608

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

State of California

Bureau of Real Estate

Real Estate Broker License

Larry Castellanos

MAIN OFFICE ADDRESS
2300 CONTRA COSTA BLVD SUITE 525
PLEASANT HILL, CA 94523

Real Estate Commissioner

Identification Number: **01223935** *Issued:* **July 08, 2016** *Expires:* **July 07, 2020**

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Steve Castellano, SR/WA, R/W-NAC

PROJECT MANAGEMENT / ACQUISITION

Steve Castellano joined Associated Right of Way Services, Inc., in 1999, and currently serves as a Project Manager and Right of Way Consultant, managing a wide scope of projects regarding appraisal, acquisition, and relocation. A skilled and experienced communicator, Mr. Castellano is responsible for complex negotiations on all types of improved and unimproved properties; he works directly with property owners and is the AR/WS liaison with public agencies. His extensive background in full and partial acquisitions aids him in his work with eminent domain legal counsel. Mr. Castellano coordinates title work and prepares escrow instructions on assignments including fee and easements from agricultural, commercial, and residential properties. He attends and participates in public hearings and right of way planning sessions and assists in staff reports.

Prior to joining the AR/WS team, Mr. Castellano was a Right of Way Agent for the California Department of Transportation, for 9 years, where he honed valuable acquisition and negotiation experience working with property owners, attorneys, and the general public on projects and issues relating to acquisition of property rights for highway projects.

RELEVANT EXPERIENCE

- City of Turlock, *N. Olive Ave./Wayside Dr. Intersection Improvements*. Project Management. The North Olive Avenue and Wayside Drive intersection improvement intended to accommodate the widening of North Olive Avenue from two lanes to four. The project intended to improve safety for pedestrians and cyclists through signalization, adding lighting and providing accessible pathways. AR/WS completed all appraisals and acquisition in late 2017.
- City of Tracy, *Various Projects*. Project Management and Acquisition. Mr. Castellano has provided right of way project management and property acquisition services for various recent projects for the City of Tracy, including the South West Elementary School Street Improvements and Eleventh Street and MacArthur Drive projects in 2016, and the MacArthur Drive Widening project in 2016 and 2017. Mr. Castellano is currently providing project management services on the City's Corral Hollow Road Widening project, which includes waiver valuations, appraisals and acquisition services on over 50 parcels.
- City of Livermore, *Pleasant View Lane Annexation Project*. Project Management. The annexation of the Pleasant View Lane neighborhood intended to provide sewer and address public health and groundwater issues. Mr. Castellano provided project management on the 16 parcel acquisitions. The project required permanent public utility and sanitary sewer easements from each parcel, and emergency vehicle access easements from 15 parcels. Agreements were signed for all 16 parcels.
- City of Morgan Hill, *Hale Avenue Extension*. Project Management. Mr. Castellano is providing project management services for this project, which is intended to provide congestion relief through downtown Morgan Hill and includes 12 partial fee simple acquisitions and slope easements. AR/WS has provided appraisal and acquisition services for 12 properties and one residential relocation. AR/WS negotiated agreements for a majority of the properties. The City is coordinating directly with the property owners for the remaining properties.

EDUCATION

BA, Public Administration, San Diego State University

CERTIFICATION / LICENSES

State of California Real Estate Salesperson License No. 01273063

State of California Notary Public Commission No. 2199677

SR/WA, Senior Member, IRWA

R/W-NAC, Right of Way Negotiation and Acquisition Certified, IRWA

MEMBERSHIPS

International Right of Way Association

EXPERIENCE HIGHLIGHTS

- ✓ 30 years of industry experience
- ✓ Project management and coordination experience
- ✓ In depth knowledge of federal and state guidelines
- ✓ Former Caltrans Right of Way Agent

State of California

SECRETARY OF STATE

I, ALEX PADILLA, Secretary of State, in the name and by the authority of the People of the State of California, do appoint and commission

STEVEN L. CASTELLANO

Notary Public

of the State of California

Commission Number: 2199677

Term commencing June 29, 2017 and ending June 28, 2021 with the principal place of business in the county of CONTRA COSTA.

IN WITNESS WHEREOF, I execute this certificate and affix the GREAT SEAL of the State of California this 30th day of May 2017.

Secretary of State

State of California

Department of Real Estate

Real Estate Salesperson License

Steven Louis Castellano

BROKER AFFILIATION

ASSOCIATED RIGHT OF WAY SERVICES INC
2300 CONTRA COSTA BLVD STE 525
PLEASANT HILL, CA 94523

Identification Number: **01273063** *Issued:* **January 06, 2020** *Expires:* **January 05, 2024**

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Matthew Schock, RWA, R/W-AC

CLIENT SERVICES DIRECTOR / APPRAISAL MANAGER

Matthew Schock joined Associated Right of Way Services, Inc., in 2007 and currently serves as Client Services Director and Real Estate Appraiser. As Client Services Director, Mr. Schock is responsible for the delivery of assignments and organization of project teams. Mr. Schock oversees AR/WS project managers and provides project planning, strategy, quality assurance and project team coordination. Mr. Schock also serves as the Appraisal Manager, overseeing the daily operation of all AR/WS appraisal team members.

Mr. Schock is an experienced real estate appraiser having appraised a variety of property types for various purposes. The majority of appraisal assignments have been for public projects. He has completed appraisal assignments for full and partial acquisitions of residential, agricultural, industrial, commercial and special use properties. Mr. Schock utilizes his technical skills to organize large scale projects, providing appraisal coordination and quality control. Work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, Caltrans standards, and state and federal guidelines.

RELEVANT EXPERIENCE

- **City of Tracy,** *Corral Hollow Road Widening*. Appraisal. Mr. Schock provided appraisal services for property acquisitions along the frontages of several residential and commercial properties on the City's Corral Hollow Widening Project (northern segment between Grant Line Road and the West Valley Mall entry). He also prepared appraisal reports for the full acquisition of two residential properties on Kavanagh Avenue Extension.
- **City of Dublin,** *Dougherty Road Improvements Project*. Appraisal. This project intended to widen the roadway to six travel lanes for approximately from Sierra Lane to the north City Limit. Mr. Schock provided appraisal services. This project required a partial fee simple acquisition and temporary construction easement from a service commercial property that included a paint store, glass shop, auto service and warehouse/storage uses. This assignment required complex damages analysis due to the loss of parking on the site.
- **City of Milpitas,** *Park In-Lieu Fee Update Project.* Appraisal. Since 2018, AR/WS has provided appraisal services to the City of Milpitas for various appraisal assignments. Mr. Schock provided appraisal services for a Park In-Lieu Fee Update to the City in both 2019 and 2020. The purpose of the report was to provide the City with guidelines for determining and updating the park in-lieu fee relative to proposed or ongoing Transit Area Development in Milpitas.
- **City of Morgan Hill,** *Hale Avenue Extension Project*. Appraisal. This project is intended to provide congestion relief along Monterey Road through the downtown. Mr. Schock provided appraisal services for 2 properties on this project, which included partial fee simple acquisitions and slope easements. Property types included residential and vacant uses.
- **City of Sacramento,** *Meadowview Road Streetscape Project*. Appraisal. The Meadowview Road streetscape project intends to improve driving, bicycling and walking on Meadowview Road and 24th Street. Mr. Schock prepared appraisals for this project for partial fee acquisitions and TCEs from 8 parcels with 5 owners on an expedited timeframe. The appraisals required approval by an independent review appraiser. Mr. Schock also prepared the appraisal summary statements for the project.

EDUCATION

BA, Economics and Political Science, University of California, Davis

CERTIFICATION / LICENSES

State of California Certified General Real Estate Appraiser No. AG043887

State of California Real Estate Salesperson License No. 01915887

RWA, Right of Way Agent, IRWA

R/W-AC, Appraisal Certified, IRWA

MEMBERSHIPS

International Right of Way Association

Appraisal Institute

EXPERIENCE HIGHLIGHTS

- ✓ 13 years of industry experience
- ✓ Appraisal manager
- ✓ In depth knowledge of federal and state guidelines

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Matthew E. Schock

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 043887

Effective Date: April 16, 2018
Date Expires: April 15, 2020

Jim Martin, Bureau Chief, BREA

3039647

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD UP TO LIGHT TO SEE "CHAIN LINK"

State of California

Bureau of Real Estate

Real Estate Salesperson License

Matthew Edward Schock

BROKER AFFILIATION

ASSOCIATED RIGHT OF WAY SERVICES
INC
2300 CONTRA COSTA BLVD STE 525
PLEASANT HILL, CA 94523

Real Estate Commissioner

Identification Number: **01915887** *Issued:* **August 02, 2016** *Expires:* **August 01, 2020**

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Erik Woodhouse, MAI, R/W-AC

APPRAISAL / APPRAISAL REVIEW

Erik Woodhouse joined Associated Right of Way Services, Inc., in 2012, and currently serves as a Real Estate Appraiser, performing appraisals and appraisal reviews for full and partial acquisitions assignments on improved and unimproved properties for public improvement projects. The scope of his work includes commercial, industrial, and multi-family residential properties for transportation and utility improvement projects.

Mr. Woodhouse is experienced in appraising an extensive assortment of real estate types, often involving complex damage analyses. He earned the distinguished MAI designation conferred by the Appraisal Institute by completing a rigorous program of course work, written exams, appraisal projects, and narrative report presentations. Mr. Woodhouse has had numerous public speaking engagements on a variety of topics for the Appraisal Institute, the International Right of Way Association, and the CLE Eminent Domain Conference.

RELEVANT EXPERIENCE

- City of Tracy, *South/West Park Elementary School Street Improvements.* Appraiser. This project was intended for the construction of sidewalk, curb and gutter, and the installation of street lights and wheelchair ramps to provide continuous safe walking conditions for the public and students of South West Park Elementary School. Mr. Woodhouse prepared 11 appraisal reports on an expedited basis. Mr. Woodhouse has also provided appraisal services to the City for the MacArthur Drive Widening and Storm Drain Pond projects.
- City of Livermore, *Pleasant View Lane Annexation Project.* Appraisal. The annexation of the Pleasant View Lane neighborhood intended to provide sewer and address public health and groundwater issues. The project required permanent public utility and sanitary sewer easements, and emergency vehicle access easements from 16 parcels. Mr. Woodhouse completed the partial acquisition appraisals on all the required parcels.
- City of Pleasant Hill, *Golf Club Road/Old Quarry Road Improvements Project.* Appraisal. This project provided corridor enhancements, complete street elements and traffic control upgrades along Golf Club Road and Old Quarry Road. Mr. Woodhouse prepared appraisals for this federally funded project, which had an expedited time frame to complete acquisitions. Significant coordination between the appraiser, acquisition agent and client were required to meet the schedule. Appraisals were prepared for partial acquisitions from three properties.
- City of Benicia, *Port of Benicia Market Valuation and Market Rent Analysis.* Appraisal. Mr. Woodhouse prepared an appraisal report for property in the Port of Benicia that included the market value of the subject property and the market rent of land and improvements on the tideland portion of subject property, the marshland, and the submerged land with and without the pier as well as three berth positions.
- Pacific Gas & Electric Company, *Cressy-Gallo 115KV Power Line Project.* Appraisal. Mr. Woodhouse provided expedited appraisal services to PG&E for the Cressey-Gallo 115kV Power Line Project. This assignment included partial acquisitions from nine agricultural properties located in unincorporated Merced County, near the community of Cressey and the City of Livingston. All nine appraisal reports were completed by AR/WS within 30 days of authorization to proceed on the assignment. Three appraisal reports were subsequently requested and also completed on an expedited basis.

EDUCATION

BA, Economics and German, Connecticut College

CERTIFICATION / LICENSES

Appraisal Institute MAI Designation, No. 446913

State of California Certified General Real Estate Appraiser, No. AG034630

R/W-AC, Appraisal Certified, IRWA

MEMBERSHIPS

International Right of Way Association

Appraisal Institute

EXPERIENCE HIGHLIGHTS

- ✓ 17 years of industry experience
- ✓ In depth knowledge of federal and state guidelines
- ✓ Appraisal Institute, Northern California Chapter, Board of Directors: 2011; 2013 – 2015; 2017 – 2019
- ✓ Public speaker with the Appraisal Institute, IRWA, and CLE Eminent Domain Conference
- ✓ Conversant in Danish and German

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Erik A. Woodhouse

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 034630

Effective Date: July 16, 2020
Date Expires: July 15, 2022

Jim Martin, Bureau Chief, BREA

3052878

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ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Brian Drake, R/W-AC

APPRAISAL / APPRAISAL REVIEW

Brian Drake joined Associated Right of Way Services, Inc., in 2011, with 7 years professional appraisal and valuation experience. The scope of Mr. Drake's work includes complex appraisals and appraisal reviews on improved and unimproved properties for public improvement projects, as well as valuations for full and partial acquisitions of residential, commercial, industrial, and agricultural properties for transportation and utility improvement projects. Mr. Drake's work is performed in conformance with the Federal and State Uniform Acts, Federal Highway Administration, Caltrans standards, Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, and the California Eminent Domain codes.

RELEVANT EXPERIENCE

- **City of Turlock,** *Various Projects*. Appraisal. Since 2016, Mr. Drake has served as the primary AR/WS appraiser to the City of Turlock. Mr. Drake prepared an appraisal report for partial acquisitions for the City's Surface Water Project. He also prepared five appraisals and updated appraisals for the Intersection Improvements at West Main Street & South Tegner Road, which was federally funded. Recently, Mr. Drake completed one appraisal for potential disposition of a City-owned parcel. In July and August of 2019, Mr. Drake completed 3 appraisals for the federally-funded Linwood Avenue ATP Improvement Project. Most recently, Mr. Drake complete an additional appraisal for this project on a parcel that was previously a waiver valuation.
- **City of Tracy,** *Various*. Appraisal. Since joining AR/WS in 2011, Mr. Drake has served as the primary appraiser for AR/WS on City of Tracy projects. Mr. Drake is a resident of Tracy and has worked on the 11th Street and MacArthur Drive Improvements; Corral Hollow Widening (current phase); I-205/11th Street Interchange; MacArthur Drive Widening; and Wastewater Treatment Plant projects. For the Corral Hollow Widening, Mr. Drake prepared 38 appraisal reports for residential properties impacted by the project. Most recently, Mr. Drake completed appraisal updates for 12 of the original appraisal reports.
- **City of American Canyon,** *Green Island Road Reconstruction and Widening Project*. Appraisal. This project intends to improve the pavement condition of Green Island Road and will include new storm drain, curb, gutter, sidewalks and other street and utility improvements. Mr. Drake is the appraiser for this project and initially prepared 6 appraisal reports for proposed partial acquisitions for this project. An additional parcel was added to the project in 2020 and Mr. Drake prepared an appraisal report for the additional parcel. Most recently, Mr. Drake prepared updated appraisals for 3 of the parcels on an expedited basis.
- **City of Calistoga,** *Berry Street Bridge Replacement Project*. Appraisal. The Berry Street Bridge was a 100-year-old bridge that needed to be replaced due to structural deficiencies. The project was federally funded and improved the safety for school children, pedestrians, and bicycle traffic. Mr. Drake prepared 3 appraisal reports for the proposed partial acquisitions and coordinated with a review appraiser for this project.
- **City of Rohnert Park,** *Keiser Avenue Reconstruction Project*. Appraisal. This project includes the widening and reconstruction of Keiser Avenue between the future northern extension of Kerry Road and Snyder Lane. Mr. Drake provide appraisal services for proposed acquisitions from two parcels. One parcel was a rural residential use with future subdivision potential and the other parcel was a vacant lot.

EDUCATION

BA, Broadcast Communications, San Francisco State University

CERTIFICATION / LICENSES

State of California Certified General Real Estate Appraiser No. AG031568

R/W-AC, Appraisal Certified, IRWA

MEMBERSHIPS

International Right of Way Association

Appraisal Institute

EXPERIENCE HIGHLIGHTS

- ✓ 16 years of industry experience
- ✓ In depth knowledge of federal and state guidelines

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Brian C. Drake

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 031568

Effective Date: August 13, 2019
Date Expires: August 12, 2021

Jim Martin, Bureau Chief, BREA

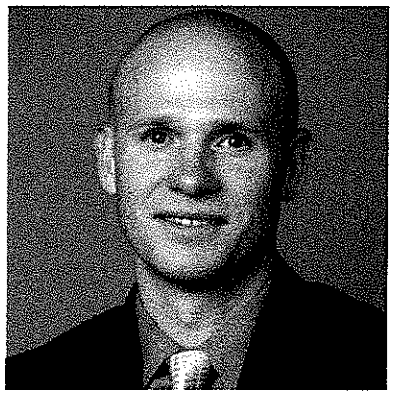
3048176

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Ty Cademartori, RWA

ACQUISITION



Ty Cademartori joined Associated Right of Way Services, Inc., in 2013 and currently serves as Right of Way Consultant. The scope of Mr. Cademartori's work primarily includes consulting services in the area of property acquisition. As an Acquisition Consultant, Mr. Cademartori negotiates to acquire improved and unimproved agricultural, residential, and commercial properties for full and partial acquisitions; including fee simple, temporary and permanent easements. Additional responsibilities include the preparation of documents, coordinating and monitoring escrow and recording/closing of properties. He is familiar with general real estate practices as related to acquisitions, management, and disposal of real property interests. His vast knowledge includes eminent domain laws and procedures related to acquisition of real properties and rights.

Mr. Cademartori's work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, Caltrans standards, and state and federal guidelines.

RELEVANT EXPERIENCE

- **California High-Speed Rail Authority,** *California High-Speed Rail Project.* Acquisition. Mr. Cademartori's primary focus since joining AR/WS has been related to acquiring property for the California High-Speed Rail Project. He is responsible for negotiations with property owners in the Fresno area and coordination with the California High-Speed Rail Authority. Work has included partial and full acquisitions/negotiations with complex businesses, agricultural and residential property owners/tenants.
- **City of American Canyon,** *Green Island Road Street Widening Project.* Acquisition. The proposed project is intended to improve the pavement condition of a one-mile section of Green Island Road, in addition to connecting streets and cul-de-sacs, and include new storm drain, curb, gutter, sidewalks, and other street and utility improvements. Mr. Cademartori's responsibilities have included acquisition of fee, easements, public utility easement and temporary construction easements.
- **Peninsula Corridor Joint Powers Board (JPB),** *Staff Augmentation.* Acquisition. Mr. Cademartori is currently providing real estate support services to the JPB's Director of Real Estate and Property Development Manager for the Caltrain's Electrification Project. He serves as second staff under the JPB's Director of Real Estate at the Electrification Project headquarters. Duties have included right of way real estate acquisition, interaction with property owners/easement holders, updating reports for bi-monthly real estate meetings, updating quarterly reports, interaction with escrow/title companies, assisting engineering firms, and general paperwork for FTA regulations and JPB records.
- **Pacific Gas & Electric Company,** *Various Projects.* Acquisition. Mr. Cademartori provided acquisition services including cost estimates, waiver valuations and the acquisition of easements for pole replacement and underground vaults in Lake County, City of American Canyon and Vacaville.
- **Sacramento Municipal Utility District,** *Cable Replacement Program.* Acquisition. AR/WS provided services to secure underground distribution easements in support of SMUD's Cable Replacement Program. Mr. Cademartori prepared easement agreements, right of entry agreements, quitclaim deeds and other associated acquisition documents. Mr. Cademartori negotiated the acquisition of easements for underground cable replacement and pole replacements.

EDUCATION

BS, Sociology, Minor in Business Administration, University of Oregon

CERTIFICATION / LICENSES

State of California Real Estate Broker License No. 01756563

State of California Notary Public Commission No. 2054183

RWA, Right of Way Agent, IRWA

MEMBERSHIPS

International Right of Way Association

EXPERIENCE HIGHLIGHTS

- ✓ 14 years of industry experience
- ✓ In depth knowledge of federal and state guidelines

State of California

Department of Real Estate

Real Estate Broker License

Ty Joseph Cademartori

MAIN OFFICE ADDRESS
2300 CONTRA COSTA BLVD SUITE 525
PLEASANT HILL, CA 94523

Identification Number: 01756563 *Issued:* June 18, 2019 *Expires:* June 17, 2023

State of California

SECRETARY OF STATE

I, ALEX PADILLA, Secretary of State, in the name and by the authority of the People of the State of California, do appoint and commission

TY CADEMARTORI

Notary Public

of the State of California

Commission Number: 2224219

Term commencing January 4, 2018 and ending January 3, 2022 with the principal place of business in the county of CONTRA COSTA.

IN WITNESS WHEREOF, I execute this certificate and affix the GREAT SEAL of the State of California this 4th day of December 2017.

Secretary of State

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Marc Ceccarelli

ACQUISITION

Marc Ceccarelli joined Associated Right of Way Services, Inc., in 2017. As an Acquisition Consultant, Mr. Ceccarelli's responsibilities include review and analysis of construction plans, right of way maps, appraisal reports, and schematics. He provides communications and negotiations with property owners, preparation of first written offer documents, administrative settlements, escrow instructions and project correspondence. He actively negotiates with property owners and prepares condemnation documents and provides the review of title documents. He works closely with AR/WS clients during the property acquisition process to ensure compliance with State and Federal regulations.

Prior to joining AR/WS, Mr. Ceccarelli served as an Associate Right of Way Agent with the California Department of Transportation. He was responsible for the appraisal and acquisition of property required for transportation purposes and clearance of improvements prior to construction and disposition of property. He oversaw airspace rights to ensure conformity, appraisals, negotiations, and contract conception.

Prior to his position with the California Department of Transportation, Mr. Ceccarelli worked as an Environmental Planner with the Delta Project Commission. He reviewed real estate development plans to ensure compliance within state and local regulations and created economic sustainability plans through focus on various opportunities in the area.

RELEVANT EXPERIENCE

- **City of Turlock,** *Linwood Avenue ATP Improvement Project.* Valuation & Acquisition. This project intends to improve safety and encourage alternate transportation for pedestrians and cyclists through installing curb, gutter, and sidewalk, lighting, bicycle lanes, and accessible paths for persons with disabilities. Mr. Ceccarelli prepared 6 waiver valuations and offer documents for proposed partial acquisitions, and is providing negotiation services via the Single Agent acquisition approach.
- **City of Tracy,** *Corral Hollow Widening Project.* Acquisition. Since 1993, AR/WS staff has provided real estate appraisal, acquisition and relocation assistance on multiple public projects for various departments within the City of Tracy. The Corral Hollow Road widening project includes partial acquisitions along the frontages of over 50 parcels. Mr. Ceccarelli has prepared written offer packages and provided acquisition services on 33 properties. Mr. Ceccarelli also prepared Waiver Valuations for 14 parcels on this project, acquiring property rights utilizing the single-agent approach to acquisition.
- **City of Ukiah,** *Ukiah Downtown Streetscape Improvement Project.* Acquisition. AR/WS provided guidance related to temporary acquisitions and Caltrans requirements, coordination with Caltrans, and solicitation of Permits to Enter and Construct for the Ukiah Downtown Streetscape Improvement Project. Mr. Ceccarelli obtained permits to enter on 68 parcels.
- **Alameda County Transportation Commission,** *SR-84 Widening and SR-84/I-680 Interchange Improvements Project.* Acquisition. AR/WS is providing full-service right of way services for this project, which intends to alleviate traffic congestion, and improve operations, safety and bicycle access on SR-84 and the SR-84/I-680 interchange. Mr. Ceccarelli is currently working on this assignment and has prepared and mailed all offer documents and negotiations are underway.

EDUCATION

MBA, Finance and Accounting, University of California, Davis

BA, Philosophy, University of California, Davis

CERTIFICATION / LICENSES

State of California Real Estate Salesperson License No. 01900617

State of California Notary Public Commission No. 2248498

MEMBERSHIPS

International Right of Way Association

EXPERIENCE HIGHLIGHTS

- ✓ 10 years of industry experience
- ✓ In depth knowledge of federal and state guidelines
- ✓ Former Caltrans Right of Way Agent

State of California

SECRETARY OF STATE

I, ALEX PADILLA, Secretary of State, in the name and by the authority of the People of the State of California, do appoint and commission

MARC CECCARELLI

Notary Public

of the State of California

Commission Number: 2248498

Term commencing July 2, 2018 and ending July 1, 2022 with the principal place of business in the county of CONTRA COSTA.

IN WITNESS WHEREOF, I execute this certificate and affix the GREAT SEAL of the State of California this 28th day of June 2018.

Secretary of State

State of California

Bureau of Real Estate

Real Estate Salesperson License

Marc Thomas Ceccarelli

BROKER AFFILIATION

ASSOCIATED RIGHT OF WAY SERVICES INC
2300 CONTRA COSTA BLVD STE 525
PLEASANT HILL, CA 94523

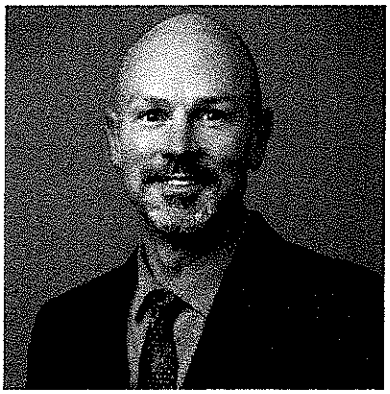
Real Estate Commissioner

Identification Number: **01900617** *Issued:* **December 14, 2017** *Expires:* **December 13, 2021**

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

David Griffith

ACQUISITION



David Griffith comes to AR/WS with over 20 years of related public agency experience, and currently serves as a Right of Way Consultant. Mr. Griffith has proven his ability to successfully work with property owners to acquire voluntary property rights on assignments for PG&E. The scope of Mr. Griffith's work includes right of way and real estate negotiations and acquisitions, contract and document preparation, property research, investigation and related services for public agencies.

Mr. Griffith first joined Associated Right of Way Services, Inc. in 2015 for a one-year tenure, and then again in January 2020 after four years as a permitting manager and senior site acquisition specialist in the telecom industry. As an AR/WS Right of Way Consultant, Mr. Griffith has been responsible for land acquisition, negotiations, customer outreach, and Caltrans utility relocation coordination. Mr. Griffith's primary assignment involves working as a consultant for Pacific Gas & Electric Company on the North American Electric Reliability Corporation (NERC) Project and the Wildfire Safety Inspection Program (WSIP).

RELEVANT EXPERIENCE

- City of Turlock, *Linwood Avenue ATP Improvements Project*. Acquisition. This elementary school street frontage enhancement project is improving safety for bicycles and pedestrians, and includes partial acquisitions along a one-block frontage of residential parcels for the purpose of widening the public right of way. Mr. Griffith is providing acquisition services including partial acquisitions for permanent road easements on behalf of the City for five out of nine total parcels.
- Pacific Gas & Electric Company, *Distributed Generation Electric Microgrid (DGEM)*. Acquisition. Mr. Griffith assisted with qualifying potential primary and alternative generator sites near multiple PG&E substations for the purposes of providing temporary distributed generation for electric microgrids. This included site selection, outreach to property owners, and creation of Google Earth files for client consideration and to be shared with the lines of business and future contractors.
- Pacific Gas & Electric Company, *North American Electric Reliability Corporation (NERC)*. Acquisition. Mr. Griffith is providing acquisition services including the acquisitions of Temporary Construction Easements. Mr. Griffith responsibilities include site visits with property owners, negotiating compensation, site searches for alternative locations and site walkdowns.
- Pacific Gas & Electric Company, *Wildfire Safety Inspection Program (WSIP)*. Acquisition. Mr. Griffith is providing acquisition services including the acquisitions of Temporary Construction Easements. Mr. Griffith's responsibilities include site visits with property owners, negotiating compensation, site searches for alternative locations and site walkdowns.

EDUCATION

MA, City and Regional Planning, California Polytechnic State University, San Luis Obispo

BS, Physical Geography, University of California, Davis

CERTIFICATION / LICENSES

State of California Real Estate Salesperson License No. 01701224

State of California Notary Public Commission No. 2324919

MEMBERSHIPS

International Right of Way Association

EXPERIENCE HIGHLIGHTS

- ✓ 20 years of industry experience
- ✓ In depth knowledge of federal and state guidelines

State of California

SECRETARY OF STATE

I, ALEX PADILLA, Secretary of State, in the name and by the authority of the People of the State of California, do appoint and commission

DAVID GRIFFITH

Notary Public

of the State of California

Commission Number: 2324919

Term commencing March 18, 2020 and ending March 17, 2024 with the principal place of business in the county of CONTRA COSTA.

IN WITNESS WHEREOF, I execute this certificate and affix the GREAT SEAL of the State of California this 14th day of March 2020.

Secretary of State

State of California

Department of Real Estate

Real Estate Salesperson License

David Ladd Griffith

BROKER AFFILIATION

ASSOCIATED RIGHT OF WAY SERVICES INC
2300 CONTRA COSTA BLVD STE 525
PLEASANT HILL, CA 94523

Identification Number: 01701224 *Issued:* April 20, 2020 *Expires:* April 19, 2024

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Karen Eddleman, SR/WA, R/W-RAC

VICE PRESIDENT / PROJECT MANAGEMENT / RELOCATION

Karen Eddleman joined Associated Right of Way Services, Inc., in 2005, and currently serves as Vice President and Senior Relocation Consultant. Ms. Eddleman project manages and provides relocation services to displaced occupants for public agency and non-profit projects. Her complete understanding of state, federal, and HUD relocation guidelines enables her to develop detailed and thorough replacement housing, relocation impact, and cost estimate studies to guide public agencies and non-profit organizations through the relocation process. Work is performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act; California Department of Housing and Community Development; HUD; Caltrans standards; and state and federal guidelines.

Prior to joining the AR/WS team, Ms. Eddleman was Co-founder and Principal of Crossroads R/W, Inc., a property acquisition and relocation consulting firm. As Principal Relocation Consultant for 13 years, Ms. Eddleman provided project management and primary field agent services for relocation projects.

RELEVANT EXPERIENCE

- **City of Tracy,** Various Projects. Relocation. Ms. Eddleman worked with the City to plan for and relocate one non-profit organization for the 11th Street and MacArthur Drive Improvements project, two households and one absentee landlord for the MacArthur Drive Widening project. Ms. Eddleman also provided relocation services for personal property from one residential property for the Corral Hollow Road Widening project, and the relocation of a trucking facility for the Grant Line Road Widening project.
- **City of Oakley,** *O'Hara Road Extension*. Project Management. Ms. Eddleman worked with the City to plan for and relocate six households for the City's O'Hara Road Extension Project. This locally funded project provided residential relocation assistance to households who were low income and who required additional assistance to secure replacement housing in the area.
- **City of Santa Rosa,** *Stony Point Road Widening Project*. Project Management and Relocation. Ms. Eddleman provided project oversight and relocation services for this road widening project. Ms. Eddleman and the AR/WS relocation advisors provided relocation assistance services for four owner-occupied residences, 11 tenant-occupied dwellings, and a convenience store. The type of dwellings occupied by the tenant occupants included apartments, single-family residences, and duplexes.
- **Treasure Island Development Authority,** *Treasure Island/Yerba Buena Island Development Project*. Project Management and Relocation. Since 2017, Ms. Eddleman has provided research and consultation to TIDA in developing policy and procedures for the implementation of the Transition Housing Program. She assists TIDA in planning, preparing materials and coordinating community meetings and workshops in support of its community engagement and outreach plan and is a liaison between TIDA and affected tenants conducting in-person and telephone relocation advisory sessions with the tenants.
- **Peninsula Corridor Joint Powers Board,** *Peninsula Corridor Electrification Project*. Relocation. Ms. Eddleman managed the relocation of three business for the PCEP project. The businesses included: a private shuttle company, along with the personal property of the property owner; and a landscaping company. The relocations were completed on time to meet the project deadline.

EDUCATION

BA, Missiology, Pacific Christian College

CERTIFICATION / LICENSES

SR/WA, Senior Member, IRWA

R/W-RAC, Relocation Assistance Certified, IRWA

MEMBERSHIPS

International Right of Way Association

EXPERIENCE HIGHLIGHTS

- ✓ 31 years of industry experience
- ✓ Vice President and Senior Relocation Consultant
- ✓ In depth knowledge of federal and state guidelines
- ✓ Special Master experience
- ✓ Certified instructor with the IRWA
- ✓ Conversant in Spanish

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

The International Right of Way Association

SR/WA DESIGNATED INTERNATIONAL RW ASSOCIATION

acknowledges that

Karen Eddleman, SR/WA, R/W-RAC

has qualified as

Senior Right of Way Professional

The SR/WA Designation signifies the commitment to professional growth and development, and the aptitude to understand, communicate and perform within standards of the right of way profession.

SR/WA Number: 6622

Designated: 10/01/2015

Recertification Due: 10/01/2020

Wayne L. Goss, SR/WA R/W-NAC
International President

David W. Whitlock, SR/WA
Chair, Credentialing Committee

IRWA BUILDING A BETTER WORLD TOGETHER.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

2300 Contra Costa Blvd., Suite 525
Pleasant Hill, CA 94523
Phone 925.691.8500
Fax 925.691.6505
Toll Free 800.558.5151

arws.com

FEES

CONSULTING CATEGORY	HOURLY RATE
Principal Consultant	$230.00
Managing Consultant	$200.00
Consultant III	$155.00
Consultant II	$135.00
Consultant I	$120.00
Right of Way Technician	$85.00
Administrative Support	$70.00
Appraisal Reports	Lump Sum
Appraiser III (MAI) (Hourly)	$225.00
Appraiser II (Hourly)	$205.00
Appraiser I (Hourly)	$180.00
Subcontractors	Cost + 10%
Depositions, Court Appearances, Arbitrations / Mediations, Hearings, and Testimony (including preparation)	$300.00

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
BENDER ROSENTHAL, INC.
for
RIGHT-OF-WAY AND PROPERTY APPRAISAL SERVICES

City Project No. 20-018

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and BENDER ROSENTHAL, INC., a private corporation ("Professional"), on this 11th day of August 2020 (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 Right-of-Way and Property Appraisal Services (the "Project").

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 51 of this Agreement, Sections 1 through 51 shall prevail.

2. Term. The term of this Agreement shall commence on the Effective Date and terminate on the 30th day of June, 2022 ("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. City may elect to extend this Agreement for one (1) additional two (2) year term, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

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** and the specific services delineated by the City Engineer in one or more written Service Requests submitted to Professional during the Term. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by Professional and the total compensation due Professional for such Services. Professional must sign and return these Service Requests before undertaking the services described therein. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional for all Services, including any Service Requests, shall not exceed One Hundred Fifty Thousand Dollars ($150,000) ("Maximum Payment") annually, or Three Hundred Thousand Dollars ($300,000) over the two-year term of the agreement expiring June 30, 2022.

6.2. 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.

6.3. 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 thirty (30) calendar days of the Notice to Proceed 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. 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.

10. 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.

11. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

11.1. 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.

11.2. Professional Performance. Professional represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

11.3. 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.

11.4. 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.

11.5. 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.

12. 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.

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. 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.

14. 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.

15. 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.

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 Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. 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.

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, 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.

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 Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable

value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(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.

20. 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.

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 Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

23. 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.

24. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

24.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars ($2,000,000.00).

24.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollar ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar ($1,000,000.00) limit for each employee's bodily injury by disease.

24.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. 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.

24.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars ($1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

24.5. Waiver of Subrogation. With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the 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; (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) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (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. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), 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, 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.

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, 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.

29. 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.

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 Professional.

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: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

With courtesy copies to:

Churchwell White LLP
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional:

_____
Attn: _____
_____
_____

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

Adam Hutchings, P.E.
Development Services Department, Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5428
E-mail: ahutchings@turlock.ca.us

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

34. 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.

35. 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.

36. 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.

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

38. 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.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

40. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

47. 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.

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

49. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

50. 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.

51. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[***Signatures on Following Page***]

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

PROFESSIONAL

Bender Rosenthal, Inc., a private corporpation

By:_____

Print Name:_____
Title:_____

Date_____

CITY

City of Turlock, a California municipal corporation

By: _____
Toby Wells, P.E., City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development Services Director/ City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

SERVICE REQUEST NO. ___-___

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right-of-Way and Property Appraisal Services ("Agreement") dated July 28, 2020, between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific right-of-way and property appraisal services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. ____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars ($_____).

2. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

By: _____
Nathan Bray, P.E., Interim Director of Development Services / City Engineer

_____

By: _____

Title: _____

Date: _____

Address:

_____

_____

_____

Phone: _____

EXHIBIT A

BRI BENDER ROSENTHAL INCORPORATED

QUALIFICATIONS FOR

ON-CALL RIGHT OF WAY & PROPERTY APPRAISAL SERVICES

JUNE 17, 2020

CITY OF TURLOCK

CITY PROJECT NO. 20-018

PRESENTED BY BENDER ROSENTHAL INCORPORATED | 1401 FULTON AVENUE, SUITE 912 FRESNO, CA 93721

BRI BENDER ROSENTHAL INCORPORATED

June 17, 2020

City of Turlock
Development Services Department
Engineering Division
Attention: Adam Hutchings, P.E.
156 South Broadway, Suite 150
Turlock, CA 95380

RE: REQUEST FOR QUALIFICATIONS FOR RIGHT OF WAY AND PROPERTY APPRAISAL SERVICES

Dear Mr. Hutchings,

Thank you for the opportunity to submit qualifications to provide Right of Way and Property Appraisal Services to the City of Turlock (City). Bender Rosenthal, Inc. (BRI) is a California corporation that specializes in right of way management and planning services, real estate appraisal, property acquisition, and relocation services. With over 20 years of service delivery for public sector clients, BRI has tackled almost every conceivable real property issue and has the experience and expertise to provide the City with comprehensive Right of Way and Property Appraisal Services.

We believe that our strength on this contract lies in these three key factors:

1. **WE ARE MOBILE AND AGILE.** With a veritable army of appraisers and large staff, we can meet any project schedule as it evolves. BRI can resource load to allow us to incorporate the required team as needed to meet the delivery deadlines.
2. **WE SPEAK CALTRANS.** With many former Caltrans employees on BRI's staff, we are also very experienced with Caltrans standards. We bring the best of two worlds: An understanding of Caltrans' process and culture, with the ability to work fluidly and efficiently while maintaining a mutual respect for the project.
3. **WE KNOW THE CENTRAL VALLEY.** BRI has worked on well over 100 single-property and multi-property projects in the last five years in northern central valley counties, including Stanislaus, Mariposa and Tuolumne.

Brenda Schimpf, PMP, is a licensed real estate broker and will be the Project Manager. With over 35 years of experience managing right of way services for local projects, she brings a rare understanding of what it takes to procure right of way in the Caltrans North Region, specifically District 10. Brenda will be the point of contact for this RFP process. If you have any questions, please contact her at (916) 978-4900, ext. 237 or by email at b.schimpf@benderrosenthal.com.

I, Renee Baur, Executive Vice President of BRI, have reviewed this proposal and attest to its accuracy. I am authorized to negotiate and execute legal documents on behalf of the company and commit resources for these services. BRI Acknowledges receipt of Addendum No. 1 dated 06/08/20.

Respectfully,
BENDER ROSENTHAL, INC.

Renee Baur
Executive Vice President

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1. GENERAL INFORMATION

FIRM INFORMATION:

Name: Bender Rosenthal Incorporated (BRI)
Address: 2825 Watt Ave, Suite 200, Sacramento, CA 95821
Phone Number: (916) 978-4900

PROPOSED OFFICER THAT WOULD SIGN THE AGREEMENT:

Name: Renee Baur, PMP
Title: Executive Vice President
Address: 2825 Watt Ave, Suite 200, Sacramento, CA 95821
Email: r.baur@benderrosenthal.com
Phone Number: (916) 978-4900, Ext. 205

BRI affirms that each person shown in the proposal has the license(s) appropriate to and required for the function they will be performing. We have provided copies of California State Real Estate and Appraiser Licenses and Certificates in the Appendix, beginning on page 17.

2. BACKGROUND

FIRM PROFILE

Bender Rosenthal, Inc. (BRI) is a California S Corporation specializing in right of way management and planning services, real estate appraisal, property acquisition, relocation and land services. With over 20 years of service delivery for public sector clients, BRI has tackled almost every conceivable real property issue and has the experience and expertise to provide the City of Turlock (City) with comprehensive on-call right of way and property appraisal services. *Previously, BRI held a contract to provide Property Appraisal Services for the City, and under this agreement, we completed the Fulkerth Road and Highway 99 Interchange Project, the Golden State Boulevard Project and the Surface Water Infrastructure Project.*

At BRI, we believe that investing in our employees returns dividends for our clients. One of the hallmarks of our staff is a drive for continuing education and excellence in all that we do. *Furthermore, BRI is proud to be an employee-owned and operated company. This sense of ownership and investment translates to a higher level of efficiency in project delivery and a genuine passion for wanting to get it right—for the property owner, the project, and most importantly, our clients.*

BRI BY THE NUMBERS

Founded in 1997 and celebrating over 20 years in business, we offer one of the deepest professional benches in the Right of Way industry.

- Over 100 employees
- 12 California Certified General Real Estate Appraisers
- 6 MAI designated Appraisers
- 3 AI-GRS designations
- 1 ARA designation
- 1 CCIM designation
- 7 California Licensed Real Estate Brokers
- 23 Real Estate Salespeople
- 4 Senior Right of Way Agents SR/WA designated staff
- 4 Project Management Professionals (PMP)

Under the City's direction and operational policies, all right of way services will be provided in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulation, 49 CFR Part 24; California Government Code Section 7267 et seq.; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; USPAP, Caltrans and the City's real estate policies and procedures, as applicable.

3. SERVICES AND HISTORY

LIST OF SERVICES

BRI is available to provide a full range of real property services necessary to deliver appraisal and acquisition services for the City.

OUR CAPACITY

Over 80% of BRI's appraisals have been performed for public agencies and 14 appraisers have a capacity of producing over 720 appraisals per year. ***This is a staggering production of nearly 50 appraisals per month for public agencies.***

RIGHT OF WAY PROJECT MANAGEMENT

- Project Budgeting, Scheduling and Risk Analysis

RIGHT OF WAY PLANNING SERVICES

- Preliminary Right of Way Data Sheets
- Right of Way Budget Estimates
- Design Engineering Document Reviews
- Value Analysis
- Caltrans Right of Way Certification
- Permits to Enter/Rights of Entry

APPRAISAL SERVICES

- Appraisal Reports
- Independent Appraisal Reviews
- Condemnation Appraisals
- Title Insurance Claims

ACQUISITION, TITLE AND ESCROW SERVICES

- Negotiations for Temporary Construction Easements and Permanent Takes
- Title Report Review
- Escrow Support including review and clearance of title exceptions

RELOCATIONS

- Relocation Assistance Plan
- Relocation Housing Valuation Reports
- Relocation Services

PROPERTY MANAGEMENT AND SALE OF EXCESS LANDS

- Board up for vacated properties
- Weed Abatement
- Excess Land Valuation Reports
- Marketing for Excess Lands
- Excess Land negotiations
- Escrow support for excess land sales

3. SERVICES AND HISTORY

OTHER SPECIALTY SERVICES

- Condemnation Support
- Expert Witness Testimony
- Right of Way Workshops/Presentations
- Railroad Coordination
- Utility Coordination

SCOPE OF SERVICES

PROJECT APPROACH

For property owners, there is little to no distinction between the City and BRI. A BRI Appraiser or Acquisition agent is one of the first faces property owners associate with any given project. For any City project, BRI will implement a successful plan from right-of-entry through acquisition that engages the public in a meaningful way and sets the project off in a positive direction. Starting the process with a positive message, a clear plan, and robust, transparent communication with the public not only sets the tone for the process but builds trust with the affected property owners as BRI moves through the appraisal and acquisition processes. Early identification of potential obstacles and a better understanding of the property owner's concerns will also allow BRI to work with the project team to find an acceptable solution for the property owner, but more importantly, serve the City and accelerate the project schedule of any given project.

PROJECT MANAGEMENT

Project Management identifies, manages and controls quality. It is the cornerstone to successful project delivery. When an assignment is issued, BRI Project Manager Brenda Schimpf will discuss the details and expectations with the City's Project Manager to define a common understanding about project details, critical issues and processes, and roles and responsibilities associated with right of way support activities.

Our goal is ensuring that the City is fully aware of the status of every parcel, at every stage of the process. Critical matters include defining specific document templates and language, preparation and review responsibilities, legal reviews, communication flows, and contract signatories.

1 Authorization >
Identify who has delegated approval authority and implement procedures to ensure that the lines of communication are clear, documented and trackable.

2 Define Client Success >
We want to know the City's definition of success. We believe success goes beyond schedule and budget and is unique to each project and each client.

3 Staff Elasticity >
We can gear up, gear down, phase in, or mobilize for the entire project. Having these key functions within one firm best serves to commit resources and have greater control of deliverables.

4 Risk Mitigation >
Pro-actively identify immediate and changing risks to schedule and budget. Maintaining organized, accurate records and disseminating vital status information for efficient project implementation.

3. SERVICES AND HISTORY

REAL PROPERTY APPRAISAL

Appraisal reports will be narrative and prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and applicable laws, as well as the Caltrans Right of Way Manual and compliance with 49 CFR 24.2 (a)(3). Plats and legal descriptions, appraisal maps, or property owner exhibits for each of the properties to be appraised will be provided to BRI by others. BRI Appraisers will be California Certified General Real Estate Appraisers.

BRI will engage our Research Team to identify potential comparable properties and other information to support the appraisers. The appraiser will investigate zoning, land use, and potential impacts the project may have on the subject property. BRI will develop the Notice of Decision to Appraise (NODA) letter, and upon approval of the City's Project Manager, BRI will send the NODAs to the owners of record. If necessary, the Appraiser will coordinate staking of the proposed acquisition areas with the County Project Manager and survey consultant prior to the inspection. Property owners will be given the opportunity to accompany the appraiser at the inspection. The appraiser will review the market and find the most comparable market information from which to determine the value of the acquisition and severance damages/benefits (as applicable) given the definition of fair market value in the California code of Civil Procedure, Section 1263.320. Each comparable will be confirmed with market participants by the BRI team and observed in the field.

RIGHT OF WAY APPRAISAL PROCESS

Larger parcel determination is a crucial step in right of way appraisals. The analysis starts with an estimate of market value for the "undivided fee" interest of the larger parcel using the most applicable method for valuing similar properties.

Once the larger parcel value is estimated the appraisal process then includes determining the value of the part acquired and the remainder as part of the larger parcel. Finally, damages and benefits are considered in the analysis. The value of the acquisition is the value of the part acquired plus net severance damages as California law allows benefits to only offset severance damages.

In the event the major or substantial structural improvements are located on the remainder and not subject to severance damages, the appraiser may elect not to value these improvements and provide a land only analysis.

The highest and best use, both vacant and improved, and highest and best use of the remainder, will be fully analyzed with special attention given to such issues as interim improvements, potential change in zoning/general plan, and/or non-conforming uses. When appraising a partial acquisition, the report will contain estimates of the fair market value for the fee interests of the "larger parcel."

Fair Market Value Conclusion

The value of the part acquired, plus net severance damages as applicable sum to equal fair market value. Typically, the appraiser's fair market value conclusion is used as the basis for the agency to prepare an offer of just compensation. We understand that right of way appraisal work must conform to USPAP, Uniform Act, California Code of Civil Procedures, and the Caltrans Manual if federal funding is involved.

3. SERVICES AND HISTORY

APPRAISAL REVIEW

An appraisal review is the act or process of developing and communicating an opinion about the quality of another appraiser's work. The essence of appraisal review is to investigate, analyze, and verify the logic and procedures used in appraisals and to ensure the preparation of competent and thorough reports that result in sound value opinions. The purpose of a review is to reinforce City's confidence in the credibility of the appraisal conclusions it presents. When the draft appraisal is complete, BRI will conduct an internal review of each draft and provide comments to the appraiser. Those comments will be addressed and then the draft will be forwarded to the reviewer. If needed, BRI will engage a local subconsultant to provide an independent appraisal review.

RIGHT OF WAY ACQUISITION SERVICES

The right of way acquisition phase has the potential to be the most politically charged phase of any project. As one of the first faces property owners will associate with any project, BRI acquisition agents go into the field with the goal of being respectful to people's space and time promoting the goodwill the City needs in order to successfully finish any given project.

Upon Approval of Just Compensation and Approval to Proceed from the City, BRI staff will prepare and deliver the first written offers (FWO) to the owners. Based on our experience and the appraisal reports, we can explain to the owners the effects of the project on their property. We appreciate that this is a unique situation for any property owner and all of our agents are able to explain the appraisal and acquisition process simply and without relying on industry jargon. This saves time and builds credibility with property owners. In addition, we understand the emotional aspect of what we do, and our agents are empathic to the owners and take the time to listen to their feedback regarding the project. By understanding and isolating the underlying reservations and motivations of each owner, BRI can work toward an acceptable solution to meet their needs as well as the needs of the project. Often, our agents accompany the appraisers on the initial site visit. We find that meeting with owners even before FWO can assist in developing a rapport, which can speed up the acquisition process.

Each offer package will be reviewed internally for quality measures. All acquisition agents will possess a Real Estate Broker's or Salesperson's License and will have experience in the acquisition of rights for public agencies. All agents possess knowledge of the Uniform Relocation and Real Property Acquisition Policies Act and State of California Eminent Domain Law and will have the specific knowledge and experience applicable to the project at hand.

BRI will prepare the offer letter based on the just compensation determined by the City. BRI will then meet with the owner(s) and convey documents regarding necessary acquisitions until acceptance or impasse is reached. BRI will contact or attempt to contact each property owner at least six (6) times within the first 60 days of approval to proceed and will attempt to meet with each owner at least one (1) time in person and may make additional contacts by phone, e-mail or through the postal service. BRI acquisition agents will maintain a parcel diary to document all interactions with property owners and, if applicable, their tenants.

ADDITIONAL SERVICES

Though not included in the scope of work in the RFP, BRI is also available, as needed, to provide Title and Escrow, Closing, Relocation, Condemnation Support and Specialty Appraisal Services for the City.

QUALIFICATIONS AND EXPERIENCE

Having provided right of way services to over 125 public sector clients in the transportation and utility industries within the last five (5) years, BRI has developed exceptional working relationships with the local agencies and the staffing capability to deliver any project the City may choose to undertake. By working locally, BRI is also familiar with the unique politics of the landowners and understand the demographics and specific issues surrounding appraising and acquiring properties in the project area. For the Fulkerth Road and Highway 99 Interchange Project, BRI provided the initial appraisals and later was engaged to provide appraisal updates and acquisition services for six (6) parcels to construct the project.

Additionally, BRI recently completed the SR-120/McKinley Avenue Interchange Project in the City of Manteca. This project highlights BRI's collaborative approach to project delivery with multiple stakeholders including Caltrans, City Council, and property owners. *One of the many things that makes BRI unique is our complete understanding of Caltrans processes and procedures. Having multiple staff members that lived and breathed the agency for the entirety of their careers, we understand the federally assisted program requirements and procedures leading to right of way certification.* Furthermore, BRI has an established relationship with the Caltrans District 10's team and BRI will bring that expertise to the County to accelerate and ensure delivery compliance.

We have summarized the services for the following representative projects to demonstrate BRI's unique ability to allocate talent and leverage project scope to deliver quality results, on time and within budget.

PROJECT 1

CLIENT
City of Turlock

RELEVANCE
- City of Turlock Project
- ROW Planning/Estimating
- Appraisal
- Acquisition

PROJECT DATES
2014 - 2016

KEY STAFF
- Dave Wraa
- Mike Lahodny

REFERENCES
Rich Fultz, City Land Surveyor & Development Services

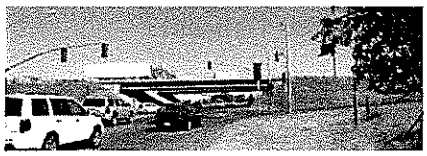
156 South Broadway, Suite 120
Turlock, CA 95380

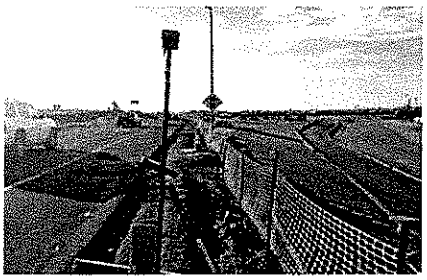
(209) 668-5599 ext. 4437

rfultz@turlock.ca.us

Fulkerth Road and State Highway 99 Interchange Improvement Project

This project was located on State Highway 99 in Stanislaus County in Turlock from 0.4 mile south to 0.4 mile north of Fulkerth Road Undercrossing. The improvements consist of roadway reconstruction that will not only improve the highway, but also widen Fulkerth Road to at least six lanes, create room for future carpool lanes on both on-ramps and install traffic signals. he City of Turlock, in coordination with Caltrans, required the acquisition of permanent right of way on six (6) parcels in order to construct the project. *BRI provided the appraisals for parcels within the needed right of way, and later was engaged to provide appraisal updates to reflect a current date of value.* Subsequent to the initial interchange improvements BRI also worked with the City and their involvement in the re-alignment of Dianne Drive including the installation of traffic signals, curbs, gutters and sidewalks. Development activities at this location provided the opportunity to review and update the appraisal values. *Then, in April 2016, BRI was engaged to acquire the right of way from the parcels, manage the escrows, and provide the right of way certification for the project.*





PROJECT 2

CLIENT

City of Manteca / HDR Engineering, Inc.

RELEVANCE

- Caltrans Coordination
- ROW Planning/Estimating
- Appraisal
- Acquisition

PROJECT DATES

2016 - 2019

KEY STAFF

- Brenda Schimpf
- Mike Lahodny

REFERENCES

Koosun Kim, Acting Public Works Director

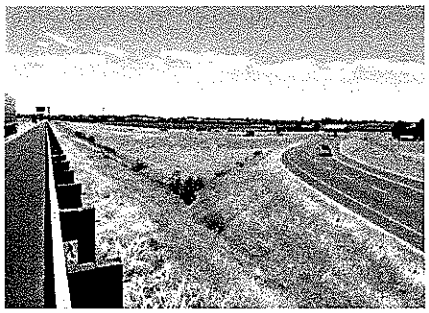
1001 West Center Street
Manteca, CA 95337

(209) 456-8491

kkim@ci.manteca.ca.us

SR 120 / McKinley Avenue Interchange Project

This project highlights BRI's collaborative approach to project delivery with multiple stakeholders including Caltrans, City Council, and property owners. BRI provided right of way planning and cost estimation services for the Project Approval and Environmental Document (PA&ED) phase of the project completed in 2014 and is currently working in parallel with the design phase, providing appraisal, acquisition, and relocation services for the fee and easements that are required to construct the project. It will impact 28 parcels, three which are owned by the City of Manteca. Sixteen of the parcels will be full acquisitions and 12 parcels will be partial acquisitions. Relocation services will be provided for 11 residential households and one business, a veterinary office. Upon completion off all acquisitions, BRI will assist the City with the Caltrans Right of Way Certification for District 10. *One of the challenges of this project was to work with the City Council to educate them on the right of way process, their role, and how to evaluate project solutions. BRI prepared discussion papers to advise the City Council members and staff on the right of way process and Caltrans oversight role.* BRI provided status updates on difficult negotiations in closed session to keep the Council apprised and explore creative options for settlement.



PROJECT 3

CLIENT

County of Amador

RELEVANCE

- Caltrans Coordination
- ROW Planning/Estimating
- Appraisal
- Acquisition

PROJECT DATES

2015 - Present

KEY STAFF

- Brenda Schimpf
- Adam Bursch
- Mike Lahodny

REFERENCES

Mark Hopkins, Project Manager

12200 B Airport Road,
Jackson, CA 95642

209) 223-6248

mhopkins@amadorgov.org

SR-88/Pine Grove Corridor Improvement Project

BRI has been providing As-Needed Right of Way Services for the County of Amador for the last 5 years, supporting multiple corridor enhancement projects including the SR-88 improvement project through the community of Pine Grove. The 3-mile SR 88 Pine Grove Corridor Improvement Project is designed to improve existing and future SR 88 operations, alleviate congestion, and provide a transportation facility consistent with Caltrans Roadway Design Standards. The overall project impacts 46 partial acquisitions and temporary construction easements. BRI prepared the right of way cost estimates and data sheet and has completed all the appraisals. *BRI also attended community awareness meetings during the planning phase to explain the right of way process and learn about the property owner concerns first-hand. BRI has also prepared Board of Supervisor and Transportation Commission briefings and is currently working with its various landowners including residential, commercial, education, and federal agencies to prepare and present offer packages.* One of the biggest challenges has been working with the design team to minimize the impacts to the commercial parking and the loss of street parking. BRI has actively engaged to identify where adjustments can be made to retain as much parking as possible while still meeting design requirements.

4. RESPONSE TIME

BRI KEY STAFF

As outlined below and in our organizational chart, the BRI Team is comprised of diverse and capable staff. A diverse project team gives us control, consistency, and the ability to adapt quickly. Given our depth and project management experience, we can mobilize and de-mobilize resources efficiently in support of any project schedule. The BRI team is able to handle a large volume of projects at a single time ensuring consistency and efficiency.

Key staff resumes, licenses and certifications can be found in the Appendix, beginning on page 17.

75 % AVAILABLE

BRENDA SCHIMPF, PMP, CA REAL ESTATE BROKER - PROJECT MANAGER

Prior to joining BRI, Brenda worked for Caltrans, serving in multiple ascending capacities. She completed her career as the North Region Right of Way Manager (Districts 1, 2 and 3) and the Caltrans' Director's Chief of Staff. Having been responsible for appraisal, acquisition, utility relocation, property management and excess land disposal for the 22 Northern California counties, Brenda has literally dedicated her life to clearing a path for significant infrastructure projects and paving the way to a more accessible and mobile California. Currently, she is serving as the Project Manager for projects varying in complexity from the Capital SouthEast Connector Project to the City of Rancho Cordova Parkway Interchange Project as well as the McKinley Blvd. Interchange Project in Manteca.

85 % AVAILABLE

JEANETTE ROTZ, SR/WA, CA REAL ESTATE BROKER – ACQUISITION MANAGER

Jeannette is a conscientious and tenacious team player with an outgoing personality. She is able to quickly establish rapport with individuals from diverse backgrounds, and from all professional levels. This winning personality has helped her achieve successful negotiations throughout her career. Her experience also includes hands on knowledge of residential and commercial development from concept through construction, including Lead agency interactions and development approvals. Jeannette is currently managing the acquisition for projects varying in complexity like the Yuba City Wastewater Outfall Line Replacement, Hwy 33 & Inyo Avenue Intersection Improvement and Glenn County Walker Creek Bridge Replacement project.

65 % AVAILABLE

ADAM BURSCH, MAI, VICE PRESIDENT – APPRAISAL MANAGER

Adam has over 17 years of appraisal experience, including appraisal of vacant, agricultural, residential, commercial, and industrial properties. As the Vice President of Appraisal Services, he serves as project manager for large and small-scale appraisal projects throughout California. With Adam, you are getting an appraisal manager who genuinely enjoys the challenges of working and guiding the appraisal team, researching and solving valuation anomalies, particularly as it relates to agricultural uses. Whether it's an understanding of how dust will affect a vineyard, or a part take will affect the underground drainage systems in a field, he always approaches the issue with the understanding that we are talking about someone's livelihood.

ORGANIZATIONAL TEAM CHART

- **KEY BRI STAFF**
- **OTHER BRI STAFF**
- **PROJECT MANAGEMENT SUPPORT**

Brenda Schimpf, PMP, CA RE Broker
Project Manager
Caltrans Coordination

Adam Bursch, MAI, Vice President
Appraisal Manager

Jeannette Rotz, SR/WA, CA RE Broker
Acquisition Manager

Rebekah Green
Senior Project Coordinator

APPRAISAL TEAM INCLUDES:

Certified General Real Estate Appraisers (12)

Designated Member of the Appraisal Institute, MAI (6)

Appraisal Institute General Review Specialist (AI-GRS) Designations (3)

Accredited Rural Appraiser (ARA) Designation (1)

Certified Commercial Investment Member (CCIM) Designation (1)

LAND SERVICES TEAM INCLUDES:

Expert Land Consultants (2)

Senior Land Agents (7)

Land Agents (22)

TITLE AND ESCROW SPECIALIST

Guido Schenkhuizen

ACQUISITION TEAM INCLUDES:

CA Real Estate Brokers (7)

CA Real Estate Salespeople (23)

Senior Right of Way (SR/WA) Designations (4)

Right of Way Negotiation & Acquisition Designations (1)

Right of Way Agent Designation (4)

CA Notary Publics (17)

4. RESPONSE TIME

ACCESS TO DATA

Access to current information is extremely important to mobilize quickly on an appraisal or right of way assignment. BRI is a full-service firm that possesses all the necessary in-house technological resources to provide the City with comprehensive services. BRI has its own Information Technology (IT) department, server, networking capabilities, and access to computer programs and databases needed to complete this work. BRI currently maintains accounts for the team for the following computerized databases including:

- Landvision
- Costar
- Various MLS Sites
- FEMA Databases
- Metrolist
- California County and City GIS Databases
- Appraisal Institute Lum Library
- American Society of Farm Managers and Rural Appraisers Resources
- LexisNexis
- DataTree
- Loopnet
- USDA Soil Reporting

In addition to the subscription computerized tools, BRI also maintains an internal sales tracking database as well as project tracking tools to monitor the progress of assignments. Depending on the size of the project, the control system utilized can be as simple as a spreadsheet, or as complex as a database system such as Microsoft SharePoint. We possess the capability to monitor and update milestones for each project/parcel via BRI's project database management system in conjunction with the City's internal system to help manage the project budget and schedule.

PROJECT SCHEDULES AND DELIVERY TIMING

APPRAISAL

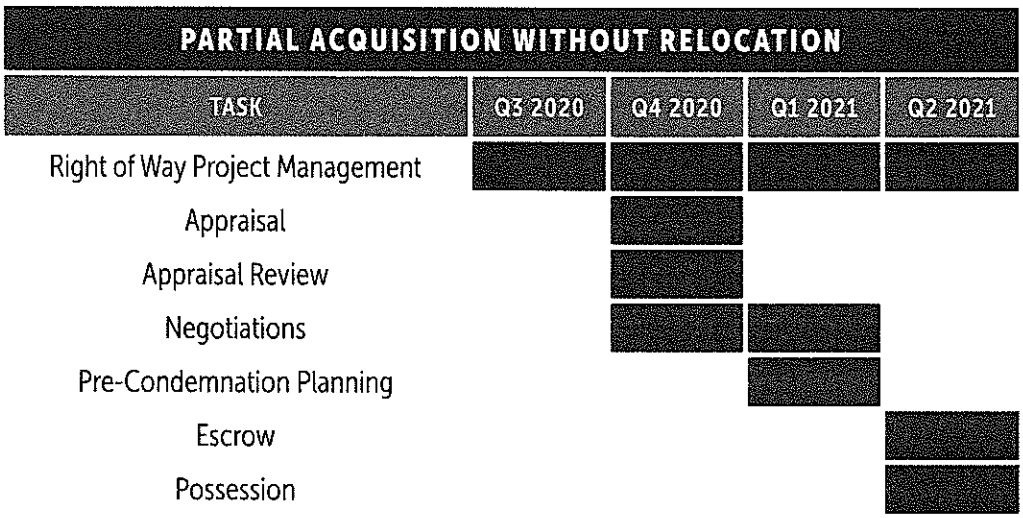
The BRI team has the knowledge and experience to identify which assignments may have impacted schedules and will work with the City to expedite the assignment. From the receipt of plats and legals, the delivery time for an appraisal is typically four (4) to six (6) weeks, with Desk reviews and Waiver Valuations typically completed within one (1) to two (2) weeks. Variations to these typical delivery times may occur based on the complexity of the assignment and an updated delivery schedule will be provided.

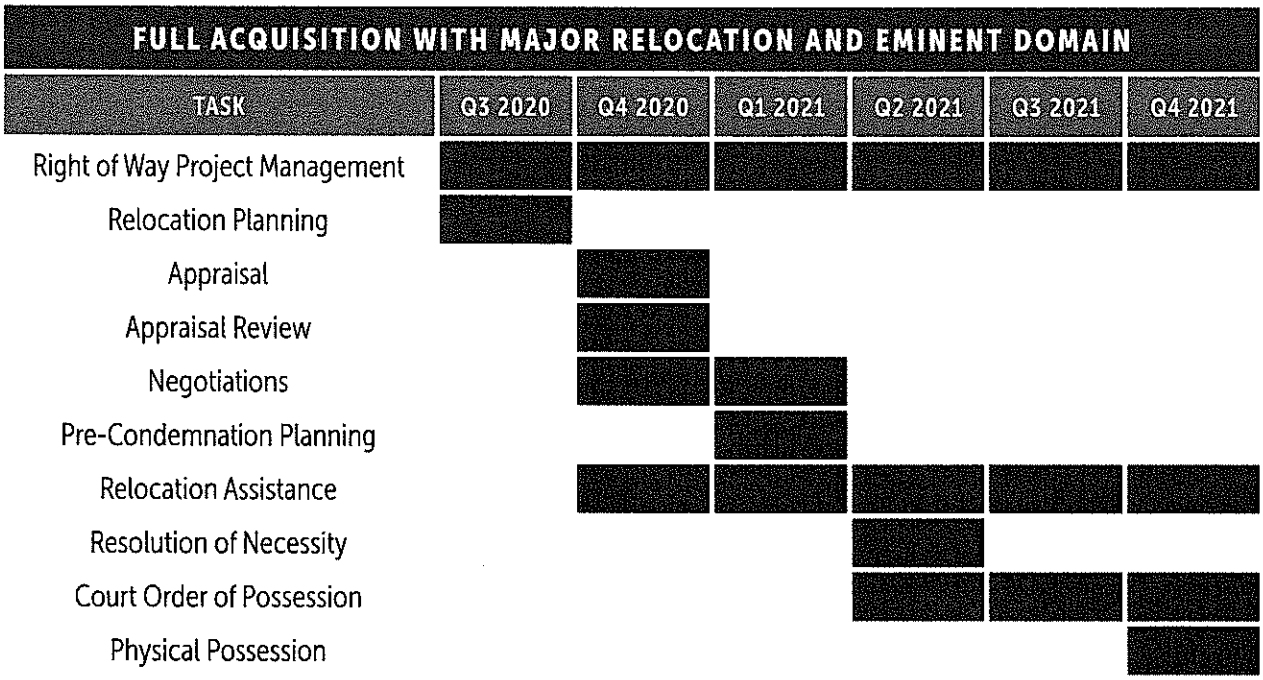
APPRAISAL TYPE	TURN AROUND	APPRAISAL TYPE	TURN AROUND
MULTI-FAMILY		**COMMERCIAL**	
2-4 Units	4-6 weeks	Form (Restricted Use Report)	4-6 weeks
5-10 Units	4-6 weeks	Narrative (Appraisal Report)	4-6 weeks
11-20 Units	4-6 weeks		
21-30 Units	4-6 weeks	**VACANT LAND**	
30+ Units	4-6 weeks	Form (Restricted Use Report)	4-6 weeks
Multiple buildings	4-6 weeks	Narrative (Appraisal Report)	4-6 weeks

4. RESPONSE TIME

RIGHT OF WAY

The schedule to acquire the right of way necessary for any project will be dictated by the scope of services necessary. BRI will work closely with the City's management team to establish a detailed schedule to support the construction bidding timeline. Below are two (2) sample schedules.





5. FEES

As requested in the RFP, the fee schedule of hourly rates of staff is provided in a separate sealed envelope. BRI acknowledges that these rates will be used as the basis of compensation for the Retainer Agreement, with a not to exceed amount to be determined.

6. PUBLIC AGENCY EXPERIENCE

PUBLIC AGENCY EXPERIENCE

BRI has extensive experience appraising and acquiring property for public agencies throughout Northern California. Appraisal, Acquisition, and Right of Way work has been conducted directly, or indirectly as a subcontractor to a prime firm, with a partial list of recent local clients listed below:

- City of Turlock
- Stanislaus County
- Merced County Association of Governments
- City of Merced
- Merced County
- City of Modesto
- City of Manteca
- San Joaquin Council of Governments
- San Joaquin County
- City of Stockton
- City of Newman
- City of Elk Grove
- Sacramento County
- City of Marysville
- Tuolumne County

BRI has relationships with numerous other agencies throughout California, such as Caltrans District 10, and has provided right of way and appraisal services for projects including transportation facilities, utilities, flood control levee projects, and community facility district formations. Appraisal work includes both full and partial acquisition analysis of virtually all property types (commercial, industrial, single and multi-family residential, and special use properties), both vacant land and improved properties.

Furthermore, BRI currently has on-call contracts for appraisal services for local entities including the City of Modesto and San Joaquin County, is currently providing right of way services for local jurisdictions including the City of Newman, City of Manteca, City of Modesto and Tuolumne County.

"BRI HAS BEEN THE RIGHT OF WAY ACQUISITION CONSULTANT FOR A NUMBER OF OUR HIGH PROFILE TRANSPORTATION PROJECTS, INCLUDING THE $100 MILLION ROUTE 4 FREEWAY EXTENSION IN STOCKTON, THE $40 MILLION SR-120/MCKINLEY AVENUE INTERCHANGE IN MANTECA, THE $35 MILLION SR-99 KIERNAN AVENUE INTERCHANGE IN MODESTO AND THE $30 MILLION US-101/DELACRUZ BOULEVARD INTERCHANGE IN SAN JOSE.

BRI BRINGS EXPERIENCED EX-CALTRANS RIGHT OF WAY PROFESSIONALS TO THE TABLE AND HAS SUCCESSFULLY DELIVERED RIGHT OF WAY STUDIES, APPRAISALS AND ACQUISITIONS EACH TIME, REGARDLESS OF AGGRESSIVE SCHEDULE CONSTRAINTS. I RECOMMEND THEM HIGHLY."

- KEITH G. MEYER, CITY OF MANTECA

7. REFERENCES

RICH FULTZ, CITY LAND SURVEYOR AND DEVELOPMENT SERVICES

REFERENCE INFORMATION

156 South Broadway, Suite 120
Turlock, CA 95380
(209) 668-5599 ext. 4437
rfultz@turlock.ca.us

Fulkerth Road and State Hwy 99 Interchange Improvement Project

KOOSUN KIM, PE, QSD, ACTING PUBLIC WORKS DIRECTOR

REFERENCE INFORMATION

1001 West Center Street
Manteca, CA 95337
(209) 456-8491
kkim@ci.manteca.ca.us

SR 120 / McKinley Avenue Interchange Project

BRIAN FITZPATRICK, MANAGER, REAL ESTATE & PROPERTY DEVELOPMENT

REFERENCE INFORMATION

1250 San Carlos Ave.
San Carlos, CA 94070-1306
(650) 508-7781
fitzpatrickb@samtrans.com

Caltrain Peninsula Corridor Electrification Project

MARK HOPKINS, PROJECT MANAGER

REFERENCE INFORMATION

12200 B Airport Road,
Jackson, CA 95642
(209) 223-6248
mhopkins@amadorgov.org

SR-88/Pine Grove Corridor Improvement Project

STEPHEN FREMMING, ASSOCIATE CIVIL ENGINEER

REFERENCE INFORMATION

156 South Broadway, Suite 120
Turlock, CA 95380
(209) 668-5599 ext. 4417
sfremming@turlock.ca.us

Fulkerth Road and Golden State Blvd Project

QUOC NHAM, PE, ASSOCIATE CIVIL ENGINEER

REFERENCE INFORMATION

2729 Prospect Park Drive
Rancho Cordova, CA 95670
(916) 851-8863
qnham@cityofranchocordova.org

White Rock Road Widening Project

APPENDIX

RESUME

YEARS OF EXPERIENCE

35 Years (5 with BRI)

EDUCATION & COURSEWORK

Associate of Science
American River College
Sacramento, CA

Business Administration Coursework
California State University
Sacramento, CA

Management Certificate
California State University
Sacramento, CA

Executive Leadership Certificate
California State University
Sacramento, CA

PROFESSIONAL REGISTRATIONS

Project Management Professional

California Real Estate Broker,
01976031

PROFESSIONAL AFFILIATIONS

Project Management Institute

BRENDA SCHIMPF

PMP, CA Real Estate Broker,
Project Manager

What makes Brenda special is her understanding Caltrans processes and procedures. Everyone is going to tell you that they know Caltrans. But we assure you – they don't know Caltrans like Brenda knows Caltrans. Having lived and breathed the agency for the entirety of her career, she completed her time at Caltrans as the Chief of Right of Way for the North Region. You don't arrive in that place without a true passion and understanding for the finer points of the Right of Way process. Having been responsible for appraisal, acquisition, utility relocation, property management and excess land disposal for the 22 Northern California counties, Brenda has literally dedicated her life to clearing a path for significant infrastructure projects and paving the way to a more accessible and mobile California. As a Vice President, Brenda uses her vast experience to work with clients on developing strategies to manage risks so that projects are delivered on time in an efficient manner.

REPRESENTATIVE PROJECT EXPERIENCE

SR-120 McKinley Avenue Interchange, SJCOG/City of Manteca Manteca, CA: Brenda is the Project Manager for this project with multiple stakeholders including Caltrans, City Council, and property owners. BRI provided right of way planning and cost estimation services for the PA&ED phase of the project and is currently working in parallel with the design phase, providing appraisal, acquisition, and relocation services for the fee and easements that are required to construct the Project.

On-Call Right of Way Services, Amador County, CA: Brenda is the Contract Manager for the on-call contract to provide as needed appraisal, acquisition, and relocation services in the County of Amador. Task orders have included assignments to support road widening projects, including the completion of appraisals and waiver valuations in support of acquisition of permanent takes and temporary construction easements.

Right of Way Services for Chase Street Bridge Project, City of Sonoma, CA: Brenda is the Right of Way Project Manager to provide appraisal, acquisition, and support for Caltrans certification of properties needed to replace the Chase Street Bridge in a residential area. BRI has completed the appraisals of the four parcels for permanent and temporary construction easements and is currently providing acquisition services.

Capital SouthEast Connector Expressway Project, Sacramento, CA: Brenda is the Project Manager for this multimodal transportation corridor project that will upgrade 34 miles of two-lane rural roads to a four-lane expressway. BRI is currently providing appraisal, acquisition and relocation services. The project requires close coordination with the 5 member agencies of the Joint Powers Authority including land transfer processes and obtaining authorization to condemn properties when a negotiated agreement cannot be obtained.

RESUME

JEANNETTE ROTZ

Senior Acquisition Agent,
CA RE Broker

Jeannette is a conscientious and tenacious team player with an outgoing personality. She is able to quickly establish rapport with individuals from diverse backgrounds, and from all professional levels. This winning personality has helped her achieve successful negotiations throughout her career. Her experience also includes hands on knowledge of residential and commercial development from concept through construction, including Lead agency interactions and development approvals. She has also been responsible for securing property interests/right of way and assisting developer clients through administrative procedures and processes to obtain project approvals. Jeannette has in-depth knowledge of the project delivery process and its interrelated functions, with the ability to guide activities from project initiation through construction and final closeout.

YEARS OF EXPERIENCE

24 Years (>1 with BRI)

EDUCATION & COURSEWORK

Associate of Science, Business,
Solano Community College

PROFESSIONAL REGISTRATIONS

CA Real Estate Broker
01393764

PROFESSIONAL AFFILIATIONS

International Right of Way
Association

REPRESENTATIVE PROJECT EXPERIENCE

County of Sacramento, Real Estate Officer II: Jeannette served as a real estate officer in the County of Sacramento's Real Estate Division. As a top producing officer of the County, she handled acquisitions, relocations and waiver valuations for all types of County improvement projects from Department of Transportation to Water Resources. A few examples include acquisitions and relocation services for all of the following projects: residential and commercial properties along Hazel Avenue Widening Project (Phases II & III), Fair Oaks Blvd Improvement Project, I-5 Metro Air Park Interchange and valuation, and the Vineyard Station Water Treatment and Gerber Creek Drainage Project.

County of El Dorado, Right of Way Supervisor: As the supervisor, Jeannette was responsible for overseeing/coordination of responsibilities for all projects – including public outreach, acquisition services, relocation services and non-complex valuations as necessary. A few of her projects included outreach, valuation, coordination, and acquisition services for the following: Diamond Springs Parkway PH1A & 1B SR49 Realignment, El Dorado Trail and Newtown Road Bridge Replacement Projects, US50 Missouri Flat Road Interchange, US50 Silva Valley Interchange, Green Valley Road Widening and the Green Valley Road Signalization & Bike Path.

City of Yuba City, Yuba City Wastewater Outfall Line Replacement Project, Yuba City, CA: Due to a major shift in the outflow of the Feather and Yuba Rivers, causing a lack of flow into the diffuser lines, the City of Yuba City contracted to build a new Wastewater Outfall Line. The project includes a need for appraisals and acquisitions, Jeannette serves as the Senior Acquisition Agent on the project, ensuring that all acquisitions will be completed to meet the engineering schedule.

RESUME

YEARS OF EXPERIENCE

17 Years (7 with BRI)

EDUCATION & COURSEWORK

Bachelor of Science: Biology, Humboldt State University, California

Master of Business Administration: Finance, California State University, Sacramento

PROFESSIONAL REGISTRATIONS

Certified General Real Estate Appraiser, AG 037931

MAI Member, Appraisal Institute

PROFESSIONAL AFFILIATIONS

Appraisal Institute (AI), Sacramento Sierra Chapter

ADAM BURSCH

MAI, Project Manager, Vice President of Appraisal Services

A graduate of Humboldt State and closet disco-lover, Adam Bursch is one of our more unexpected personalities in the land of appraisal. A favorite with all of his clients, he has been involved in real estate appraising and consulting since 2002 and his professional experience in real property appraisal encompasses a wide range of property types. His experience with the valuation of such varied uses as industrial, office, retail, multi-family, mobile home parks, self-storage facilities, residential subdivisions, churches, and vacant land have made him a terror to opposing counsel on the expert witness stand. Adam has recently been involved in several appraisal litigation assignments, as well as performing appraisals that are used for land secured financing and right of way appraisal assignments. As the Vice President of Appraisal Services, he manages large and small-scale appraisal projects throughout California.

RECENT PROJECT EXPERIENCE

Housing Capital Company, Merced, CA: On behalf of the Housing Capital Company, Adam has completed more than 40 appraisal assignments for multiple property types in the last 5 years in Merced county. Assignments have included both residential and commercial uses.

Appraisal of Residential Subdivisions and Commercial Properties in the Central Valley: Adam has recently appraised multiple subdivisions in the counties of Merced, Madera, Tulare, Fresno, Kings, San Joaquin, Sacramento, El Dorado, Placer, and Monterey. Subdivisions appraised vary in size from approximately 20 to over 1,000 lots. Additionally, over the course of the last 15 years, Adam has appraised retail, industrial, multi-family, office and vacant commercial land properties in all of these counties. Improved properties recently appraised range in size from less than 10,000 square feet to well over 150,000 square feet.

Butte County Midway Bridge / Butte Creek Replacement Project: The project will impact rice land, orchard adaptable land, and an existing almond orchard. The assignment was complex in consideration of the damages to the remainder parcel and costs to cure associated with the impacted almond orchard. The analysis was further complicated by overlapping existing easements associated with the proposed acquisition areas.

California American Water Company Gibson Crossing Project: The assignment was to appraise the proposed acquisition of six tentative mapped lots and a permanent easement for the expansion of a water tank site by California American Water Company. The larger parcel represented Gibson Crossing, a tentatively mapped subdivision. The analysis was complex in determining whether or not there were damages to the remainder parcel. As the site development costs included some fixed costs, we considered whether or not there were damages due to the fewer number of lots.

LICENSES AND DESIGNATIONS

BRI affirms that each person shown in the proposal has the license(s) appropriate to and required for the function they will be performing. We have provided copies of BRI Key Staff licenses as well as all California Appraiser Licenses and Certificates in the following pages.

REAL ESTATE BROKERS	EXPIRATION	REAL ESTATE BROKERS	EXPIRATION
Brenda Schimpf #01976031	5/19/2023	Lee Smith #00648958	1/14/2022
Jane Wiggans #01366991	11/14/2023	Steve Rosenthal #00420456	10/29/2021
Chip Willett #00922802	7/25/2022	Pete Feild #00806015	1/30/2022
Jeannette Rotz #01393764	12/20/2021		

REAL ESTATE SALESPERSON LICENSE	EXPIRATION	REAL ESTATE SALESPERSON LICENSE	EXPIRATION
Jennifer Cole # 02023381	2/1/2021	John Wirkner #01941159	12/4/2021
Christy Lambdin #01851676	9/13/2020	Justin Newell #02029358	6/7/2022
Deryl Neal #01450312	8/27/2020	Robert Woodard # 02017458	9/28/2020
Tony Sierra #01967140	3/27/2023	Shannon Kashuba # 02022376	12/12/2020
William Bohan # 02101831	12/22/2023	Katie Eastham #02002438	7/6/2024
Joe Zapata #01970490	3/25/2023	Suzzan Arnold #0845775	4/26/2021
Rebecca Joy Hutten-Petty #02073463	10/30/2022	Lucas Smith # 02031599	12/26/2021
Elizabeth Cline # 02102057	9/23/2023	Marelene Zeichick #00873640	7/2/2021
Teresa Yamzon #01927209	3/14/2021	Natalie Gonzales #02030753	6/26/2021
Vivian Thompson #02070965	3/25/2021	Taylor Lambdin #02017612	7/26/2022
Renee Baur #01930277	10/15/2021	Teri Schuessler #01974559	6/22/2023

REAL ESTATE APPRAISER	EXPIRATION	REAL ESTATE APPRAISER	EXPIRATION
Adam Bursch, MAI #AG 037931	8/9/2021	Tom Leanord #3006441	4/28/2021
Todd Cave #AG 3000068	8/8/2020	Joseph Mulhollad #3004086	10/10/2020
Angela Parrott #AG031817	9/11/2021	Justin Kobilis, MAI, AI-GRS #AG044370	6/16/2021
Cydney BenderReents, MAI #AG017559	7/30/2020	Mike Lahodny #AG044258	2/17/2021
David Houghton, MAI #3024669	12/26/2021	Ross Campbell #3003418	11/3/2021
David Wraa, ARA, MAI, AI-GRS #AG23713	7/21/2021	Jared Calabrese, MAI, CCIM, AI-GRS #AG042740	6/21/2021

LICENSES AND DESIGNATIONS

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Adam G. Bursch

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title

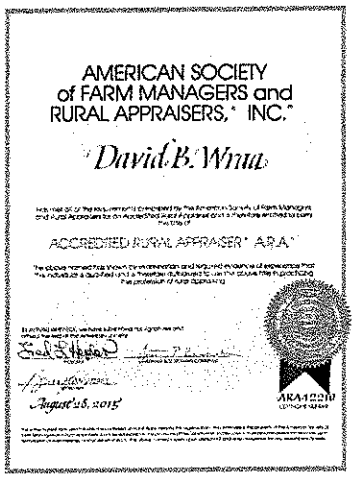
"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 017931

Effective Date: August 19, 2019
Date Expires: August 9, 2021

Jim Martin, Bureau Chief, BREA


AMERICAN SOCIETY
of FARM MANAGERS and
RURAL APPRAISERS, INC.

David B. Wma

ACCREDITED RURAL APPRAISER ARA

August 28, 2015

Appraisal Institute

Professionals Providing Real Estate Solutions

This Certifies That

Adam G. Bursch

MAI Member

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Angela K. Parrott

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 031017

Effective Date: September 12, 2019
Date Expires: September 11, 2021

Jim Martin, Bureau Chief, BREA

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Cydney G. Bender-Reents

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 017559

Effective Date: July 31, 2018
Date Expires: July 30, 2020

Jim Martin, Bureau Chief, BREA

MEMBERSHIP CERTIFICATE

Cydney G. Bender

MAI Member

APPRAISAL INSTITUTE

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

David C. Houghton

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 039402

Effective Date: December 27, 2019
Date Expires: December 26, 2021

Jim Martin, Bureau Chief, BREA

Appraisal Institute

Professionals Providing Real Estate Solutions

David C. Houghton

MAI Member

LICENSES AND DESIGNATIONS

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

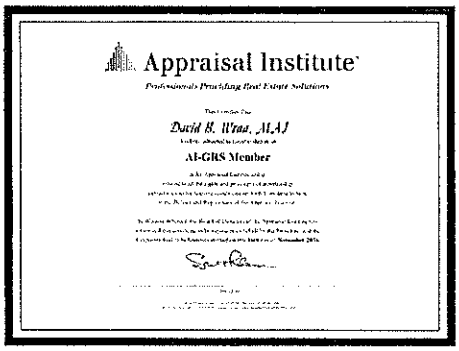
David B. Wraa

"Certified General Real Estate Appraiser"

BREA APPRAISER IDENTIFICATION NUMBER: AG 023713

Effective Date: July 2, 2019
Date Expires: July 1, 2021

Joe Martin, Bureau Chief, BREA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Professionals Providing Real Estate Solutions

David B. Wraa, MAI

AI-GRS Member

Appraisal Institute
Professionals Providing Real Estate Solutions

David B. Wraa

MAI Member

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Jared M. Calabrese

"Certified General Real Estate Appraiser"

BREA APPRAISER IDENTIFICATION NUMBER: AG 042740

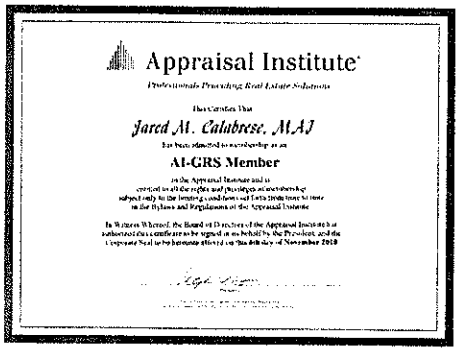
Effective Date: June 22, 2019
Date Expires: June 21, 2021

Joe Martin, Bureau Chief, BREA

Appraisal Institute
Professionals Providing Real Estate Solutions

Jared M. Calabrese

MAI Member


Appraisal Institute
Professionals Providing Real Estate Solutions

Jared M. Calabrese, MAI

AI-GRS Member

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Joseph C. Mulholland

"Certified General Real Estate Appraiser"

BREA APPRAISER IDENTIFICATION NUMBER: [illegible]

Effective Date: October 11, 2018
Date Expires: October 10, 2020

Joe Martin, Bureau Chief, BREA

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Ross M. Campbell

"Certified General Real Estate Appraiser"

BREA APPRAISER IDENTIFICATION NUMBER: 3001418

Effective Date: November 4, 2019
Date Expires: November 3, 2021

Joe Martin, Bureau Chief, BREA

LICENSES AND DESIGNATIONS

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Todd E. Cave

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: 3000068

Effective Date: August 9, 2018
Date Expires: August 8, 2020

Jay Martin, Bureau Chief, BREA

3042326

Business, Consumer Services & Housing Agency
BUREAU OF REAL ESTATE APPRAISERS
REAL ESTATE APPRAISER LICENSE

Thomas A. Leonard

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title

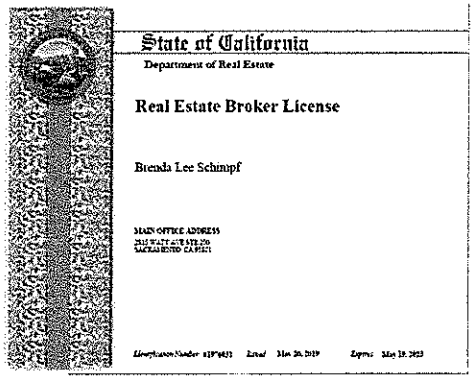
"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER 3000441

Effective Date April 29, 2019
Date Expires April 28, 2021

Jay Martin, Bureau Chief, BREA



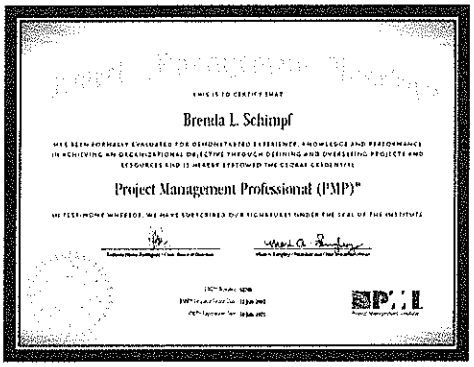
State of California
Department of Real Estate

Real Estate Broker License

Brenda Lee Schimpf

MAIN OFFICE ADDRESS
[illegible]
SACRAMENTO CA [illegible]

Identification Number: [illegible] Issued: May 20, 2019 Expires: May 19, 2023



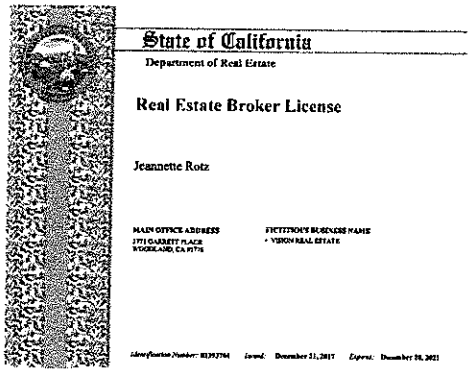
THIS IS TO CERTIFY THAT

Brenda L. Schimpf

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL DESIGNATION

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



State of California
Department of Real Estate

Real Estate Broker License

Jeannette Rotz

MAIN OFFICE ADDRESS
1771 GARRETT PLACE
WOODLAND, CA 95776

FICTITIOUS BUSINESS NAME
+ VISION REAL ESTATE

Identification Number: 01393704 Issued: December 11, 2017 Expires: December 10, 2021

APPRAISAL WORK SAMPLES

As requested, BRI has provided three samples of work, with confidential information redacted, of such services to be reviewed for form, clarity, and thoroughness.

APPRAISAL REPORT

Madera County Levee Repairs Project

McRee Property
10872 Avenue 17
Chowchilla, California 93610
APN: 023-190-005

Date of Value: December 10, 2018

Date of Report: January 30, 2019

BRI 18-251

BRI BENDER ROSENTHAL INCORPORATED

2825 Watt Avenue, Suite 200 Sacramento, California 95821 | www.benderrosenthal.com | 916.978.4900

BENDER
ROSENTHAL
INCORPORATED

January 30, 2019

Tetra Tech BAS
c/o [redacted]
1360 Valley Vista Drive
Diamond Bar, California 91765

Re: Madera County Levee Repairs Project
Appraisal of 10872 Avenue 17
Chowchilla, California, 93610
APN: 023-190-005

Dear [redacted],

We have completed the appraisal of the above-referenced subject property that is impacted by the proposed Madera County Levee Repairs Project. The subject property generally consists of agricultural land.

This is a narrative Appraisal Report as defined by USPAP. As such, it fully presents the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. The depth of discussion contained in this report is specific to the needs of the client and of the intended use stated in this report. The following report sets forth the descriptive and factual data, the assumptions and conditions affecting the appraisal, and the findings and analyses that lead to and support our value opinion. The appraiser is not responsible for unauthorized use of this report. Every effort has been made to conform to the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Practice (USPAP). In addition, we have intended to comply with applicable laws. The undersigned conducted the appraisal and prepared the report.

We are pleased to have this opportunity to provide you with professional appraisal services.

BENDER ROSENTHAL, INC.

David C. Houghton
Certified General Real Estate Appraiser
California Certificate No. AG039402

David B. Wraa, MAI, ARA, AI-GRS
Certified General Real Estate Appraiser
California Certificate No. AG023713

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PROPERTY IDENTIFICATION AND SUMMARY OF SALIENT FACTS

Appraisal Assignment	To develop an opinion of fair market value for the proposed partial acquisition.
Property Location	10872 Avenue 17 Chowchilla, California 93610-9044

PROPERTY DATA

Legal Description	For legal description see Preliminary Title Report in Appendix
Assessor's Parcel Number(s)	023-190-005 & 023-200-001
Owner of Record	Michael McRee and Andrea McRee
Large Parcel Area	597.61 acres
Site Description	597.61 acres of irrigated row crop land
Zoning	ARE-40: Agricultural Rural Exclusive- 40 Acres
General Plan Designation	AE- Agricultural Exclusive
Flood Information	Zone A, without base flood elevation, map 06039C1125E, date 09/26/2008
Seismic Information	The subject property is not within a Fault-Rupture Hazard Zone (formerly an Alquist-Priolo Special Studies Zone), according to Special Publication 42, "Fault-Rupture Hazard Zones in California", published by the California Department of Conservation, Division of Mines and Geology, revised 2007. No active faults are located on or in the proximity of the property. However, strong earthquakes generated along any of the active California faults may affect the site depending on the characteristics of the earthquake and the location of the epicenter. In general, the effects should be

confined to shaking and/or acceleration (shock waves) and potential damage to structures should be minimized by employing adequate design and construction procedures.

Because Madera County, and most of the State of California, is a seismically active region, the potential for earthquake-induced hazards must be acknowledged. However, the history of past earthquake activity does not indicate that is a particularly hazardous area. Current engineering design, and construction practices, such as the Uniform Building Code, provides the opportunity to reduce earthquake related hazards.

Toxic Hazards Information

The appraisers did not observe any unusual conditions while performing the inspection. However, Bender Rosenthal, Inc. and the representatives thereof, are not experts in this field.

Wetlands

No known wetlands were apparent on the subject property at the time of the inspection. The appraiser is not an expert in the field of detecting wetlands. No environmental reports were provided, and we assume no wetlands exist on the property

Sales History

There have been no sales of the property within the past 5 years.

Date of Inspection

December 10, 2018

Date of Value

December 10, 2018

Date of Report

January 30, 2019

INTRODUCTION

CLIENT, INTENDED USE, INTENDED USER OF THE APPRAISAL

The client is Tetra Tech and the intended user is Madera County. The intended use of the opinion of fair market value report is to assist Madera County. in its determination of the amount to be paid as compensation for the property rights to be acquired.

SCOPE OF WORK

The appraisal assignment is to develop an opinion of the fair market value of the rights to be acquired by Madera County for the proposed project. The date of value is based on the inspection date, unless noted otherwise in the appraisal. The date of the report is the date the appraisal is transmitted to the client.

VALUATION / RESEARCH OVERVIEW

The following is an overview of the valuation process and research involved for the subject property and comparable sales. The valuation of the property involved an investigation and analysis of the neighborhood, as well as the entire regional area, for social, economic, governmental, and environmental forces and trends that affect or could influence property values.

- The property was inspected on December 10, 2018 by David Houghton from Bender Rosenthal, Inc. A representative of the owner was present at the inspection.
- Research the area, community, and neighborhood to determine market influences/conditions.
- Research of public records to verify information about the subject property and comparables to ensure they are factually accurate and that there are no terms or additional influences that affect price or value.
- Research zoning and general plans obtained from Chowchilla Planning Department, the Madera County Planning Department, and other department websites, and research of the residential market.
- Review of applicable soil surveys, flood and seismic hazard areas from appropriate source data.
- Review public records obtained from the various city and county governmental agencies including the Planning Department, Assessor's Office, and Tax Collector's Office.
- A search of specific property transfers occurring during the past five years was conducted for the subject property.
- Research and identify the Larger Parcel.
- Determine highest and best use of the property.

- Research comparable property sales, listings, and offers to purchase or sales involving properties similar to the subject property and within the subject's or competing market areas.
- Interview comparable property owners and/or brokers.

VALUATION APPROACHES

The appraisal process includes the investigation and analysis of the subject, market, and other relevant data for the purpose of providing an opinion of the defined value for the subject property. All economic forces and factors are considered in arriving at the highest and best use and valuation of the subject property.

There are typically three approaches to value that may be used in the real property valuation process. They are the Sales Comparison Approach, Income Approach, and Cost Approach. Each approach provides an indicated value that is reconciled into a final opinion of market value for the subject based on the interests appraised the defined objective of the valuation and the stated definition of value. The analysis may include one, two or all three approaches to value based on the data available, the type of property and appraisal valuation problem.

SALES COMPARISON APPROACH

A value indication is derived by comparing the property being appraised to similar properties that have sold recently; making qualitative or quantitative comparisons to the subject; then applying units of comparisons to indicate a value for the larger parcel or remainder parcel. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of valuation when an adequate supply of comparable sales is available. Sales, listings and current escrows of comparables were considered in this analysis. Primary reliance has been placed on closed sales transactions.

- Inspect potential comparable properties to determine most similar properties for comparison.
- Evaluate each comparable in comparison to the subject property to estimate the fair market value of the subject by the Sales Comparison Approach.

INCOME APPROACH

A value indication is derived for income-producing property by converting its anticipated benefits (cash flows and reversion) into a value for real property interests. Typically, the annual net income is capitalized at a market-derived capitalization rate to estimate the desired value. The income approach is most often used for income producing properties or real estate acquired as an investment. The Income Approach was not utilized to value the subject as this is not a typical method utilized to value vacant agricultural l properties.

COST APPROACH

A value indication is derived for a property by estimating the current cost to construct a replacement/reproduction of the existing structure(s); deducting depreciation from all sources; and adding the estimated land value. The cost approach is most often used when valuing properties with new or relatively new improvements and also special use properties. The Cost Approach is not considered to be applicable to this appraisal problem because this is not a typical approach employed to estimate the value of vacant agricultural / rural residential properties.

RIGHT OF WAY APPRAISALS

Appraisals for public acquisitions involve acquiring fee title and/or easement rights from an owner. In situations, whereby a property is leased, the property is valued as if title were held by a single entity, consistent with the "unit rule" or the "undivided fee rule". Improvements not impacted by the project may not be included in the analysis.

FULL INTEREST ANALYSIS

The full interest analysis is the acquisition of all property rights using the applicable valuation methodology.

PARTIAL ACQUISITION INTEREST ANALYSIS

Partial Acquisition Interest Analysis. The partial acquisition interest analysis starts with an estimate of market value for the undivided fee interest of the larger parcel using the most applicable method for valuing similar properties. Once the larger parcel value is estimated the following partial acquisition appraisal methodology is utilized:

- Value the part acquired.
- Value of the remainder parcel as part of the larger parcel, which is the value of the remainder before consideration of damages or benefits.
- Value the remainder parcel, after the proposed acquisition and before consideration of benefits. This identifies severance damages due to the acquisition, consisting of a potential loss of market value (by comparing to value of the remainder as part of the larger parcel) and cost to cure damages are estimated where applicable.
- Value the remainder parcel, after the acquisition, considering benefits. This identifies benefits, consisting of a potential gain in market value due to the construction in the manner proposed (by comparing to value of the remainder as part of the larger parcel).
- The value of the acquisition is the value of the part acquired plus net severance damages as California law allows benefits to only offset severance damages.

REPORT TYPE

The appraisal is reported in an Appraisal Report format as defined by USPAP.

SPECIAL ASSIGNMENT CONDITIONS

None

DEFINITIONS USED IN THE REPORT

Fair Market Value

Source: Section 1263.320 of the Code of Civil Procedure

A) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

B) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The Code goes on to say that:

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

A) The project for which the property is taken.

B) The eminent domain proceeding in which the property is taken.

C) Any preliminary actions of the plaintiff relating to the taking of the property.

Larger Parcel

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition P. 127

In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.

Damage to Remainder

Source: Section 1263.420 of the Code of Civil Procedure

Damage to the remainder is the damage, if any, caused to the remainder by either or both of the following:

A) The severance of the remainder from the part taken.

B) The construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the damage is caused by a portion of the project located on the part taken.

Benefit to Remainder

Source: Section 1263.430 of the Code of Civil Procedure

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is taken in the manner proposed by the plaintiff whether or not the benefit is caused by a portion of the project located on the part taken.

Extraordinary Assumption

Source: Uniform Standards of Professional Appraisal Practice 2018-2019 Edition, P. 4

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition

Source: Uniform Standards of Professional Appraisal Practice 2018-2019 Edition, P. 4

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

PROPERTY RIGHTS DEFINED

Fee Simple Estate

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition, P. 90

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Easement

Source: The Appraisal of Real Estate (Fourteenth Edition), Appraisal Institute, Chicago, Illinois, 2013, P. 74

This is an interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right of way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements.

Temporary Easement

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition P. 231

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and the value estimates it contains are expressly subject to the following assumptions and/or limiting conditions.

1. Title to the property is marketable.
2. No survey of the property has been made by the appraisers and property lines as they appear on the ground are assumed to be correct.
3. Data, maps, and descriptive data furnished by the client or his/her representatives are accurate and correct.
4. No responsibility is assumed for matters of law or legal interpretation.
5. No conditions exist that would affect the use and value of the property, which are not discoverable through normal, diligent investigation.
6. The valuation is based on information from sources believed reliable, and that such information is correct and accurately reported.
7. The value estimate is made subject to the purpose, date, and definition of value.
8. The report is to be considered in its entirety and use of only a portion will invalidate the appraisal.
9. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of highest and best use.
10. Possession of this report or a copy does not carry with it the right of publication nor may it be used for any purpose by anyone other than the client without the previous written consent of Bender Rosenthal, Inc., and then only with proper qualifications.
11. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. No part of this narrative report may be reproduced by any means nor disseminated to the public in any way without the prior written consent of Bender Rosenthal, Inc.
12. Any person or entity who obtains or reads this report, or a copy, other than the client specified in this report, expressly assumes all risk of damages to himself or third persons arising out of reliance on this report and waives the right to bring any action based on the appraisal, and neither the appraisers nor the appraisal firm shall have any liability to any such person or entity.

13. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described in this report unless prior arrangements have been made.
14. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property
15. The property appraised may or may not be subject to the Americans with Disabilities Act of 1990 (ADA). Title III of this act provides for penalties for discrimination in failing ". . . to remove architectural barriers . . .in existing facilities [unless] an entity can demonstrate that the removal. . . is not readily achievable. . ." Unless otherwise noted in this appraisal, it is assumed that the property appraised is not substantially impacted by this law.
16. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of such substances as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
17. It is assumed that the property appraised is competently managed and marketed.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Note to Reader: The subject property is subject to the following extraordinary assumptions and/or hypothetical conditions, which might have affected the assignment results

EXTRAORDINARY ASSUMPTIONS

None

HYPOTHETICAL CONDITIONS

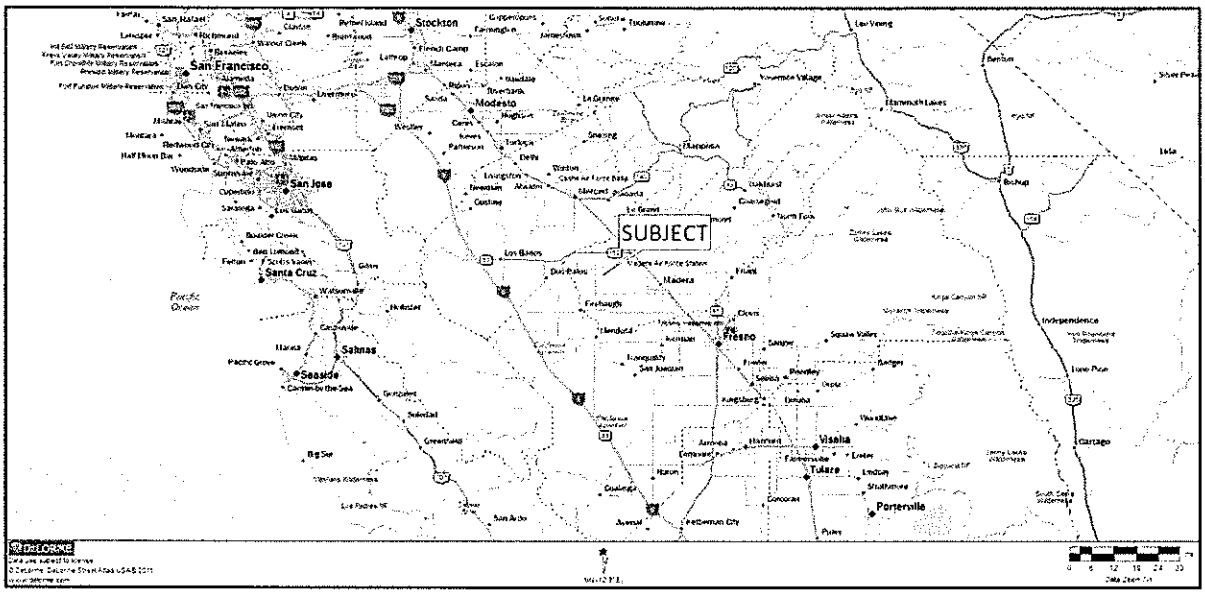
1. The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: 1) the project for which the property is taken: 2) the eminent domain proceeding in which the property is taken; and 3) any preliminary actions of the plaintiff relating to the taking of the property. [California Code of Civil Procedure, Section 1263.330] Therefore, the fair market value of the larger parcel assumes the property is appraised as if there is no project.
2. The valuation of the subject property, in the condition after the partial acquisition and the construction and use of the proposed project, is based on a hypothetical condition the project has been completed.

REGIONAL OVERVIEW

GEOGRAPHIC CONSIDERATIONS

Madera County is situated in the Central Valley of California, between south San Francisco and Los Angeles, near the geographic center of the state. The area benefits from the central location, good access to transportation routes, fertile soils, mild climate, and affordable lifestyle. These attributes have helped Madera County become a regional hub for agriculture, tourism and developing business. The county's two incorporated cities (Madera and Chowchilla) are located in the valley area along Highway 99, while small communities such as Oakhurst, Coarsegold, North Fork and others are situated in the Sierra Foothills to the east. The Sierra National Forest, positioned in northern Madera County has garnered many tourism related activities through the years and has become a noteworthy component of the county's economy. Several major highways intersect Madera County, bringing in a flux of travelers. Highway 99 bisects the southwest portion of the county while Highway 145 intersects the southeast. Highway 41 and 49 are located in the central portion of the county and Highway 152 occupies a small portion of the northwest.

REGIONAL MAP



POPULATION

As of January 2018, Madera County had an estimated population of 158,894, an increase of 1.2% over the 2017 population. Madera County population is expected to grow at a slower rate compared to the State of California. The table below contains the January of 2010 through January of 2018 populations for the county, cities and the unincorporated county area.

	HISTORICAL POPULATION									
Area	2010	2011	2012	2013	2014	2015	2016	2017	2018	% Change, 2010-2018
Madera County	150,865	151,185	151,379	151,338	153,224	155,827	154,906	156,963	158,894	5.32%
Cities in Madera County										
Chowchilla	18,720	18,679	17,650	17,221	18,774	18,419	18,111	18,514	18,835	0.61%
Madera	61,416	61,579	62,199	62,434	62,699	63,752	64,169	65,172	66,225	7.83%
Balance of County	70,729	70,927	71,530	71,683	71,751	72,656	72,626	73,277	73,834	4.39%

Source: California Department of Finance

The most significant growth in the county is occurring in the city of Madera. Recovery from the most recent recession has been strongest in major population centers while more rural areas have been slower to recover. As shown in the table below, population projections indicate that Madera County is expected to increase by 3% between 2018 and 2023, or approximately 0.6% per year. It is noted there is a slight variance between the Madera County population estimate reported below by STDB Data and the California Department of Finance, presented in the prior table.

Madera County Historical and Projected Population Growth

Population	Total
2023 Projection	160,895
2018 Estimate	156,204
2010 Population	150,865
2000 Population	123,109
Growth 2018-2023	3.0%
Growth 2000-2018	26.9%

Source: STDB

ACCESS AND TRANSPORTATION

The major highway that intersects the southern half of Madera County is Highway 99. This highway provides vehicle access in a north/south direction, traveling through the Sacramento area to the north and the cities of Fresno and Bakersfield to the south. Additional north/south freeway transportation is provided by State Route 41, which essentially bisects Madera County and extends to Mariposa County to the north and into Fresno County to the south. East/west access is provided by State Route 152 and 145. State Route 152 runs through the northwest area of Madera County while State Route 145 runs through the south-central portion of Madera County, through an array of agricultural farmland. Although the

Madera Municipal Airport is available for public use, the main source of air transportation is the Fresno/Yosemite International Airport located in Fresno County to the south. Some of the airlines servicing the airport include, United Airlines, Alaska Airlines, American Airlines, Delta, Allegiant Air, and Frontier Airlines.

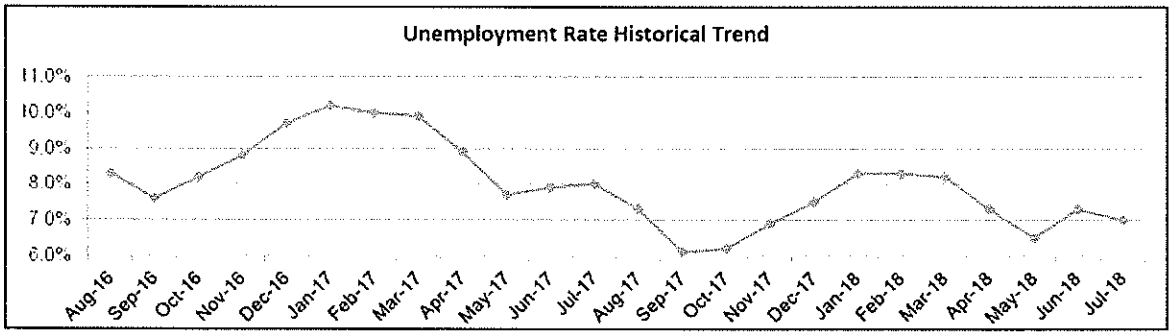
UNEMPLOYMENT RATES

The following table presents the civilian labor force, employment, and the unemployment rate for Madera County for 2006 to July 2018, the most current data available.

Madera County Labor Force & Employment (2006 - Current)

Area	Year	Labor Force	Employment	Unemployment	Unemployment Rate
Madera	2006	62,700	58,700	4,400	7.0%
	2007	63,400	58,600	4,700	7.4%
	2008	65,000	58,900	6,200	9.5%
	2009	66,500	57,600	8,900	13.4%
	2010	61,600	51,400	10,200	16.6%
	2011	62,000	52,000	10,000	16.1%
	2012	62,500	53,500	9,000	14.4%
	2013	62,300	54,400	7,800	12.5%
	2014	62,000	55,000	6,900	11.1%
	2015	62,000	55,000	6,900	11.1%
	2016	60,000	53,700	6,300	10.5%
	2017	61,500	56,500	4,900	8.0%
	2018 (July)	61,000	56,700	4,300	7.0%

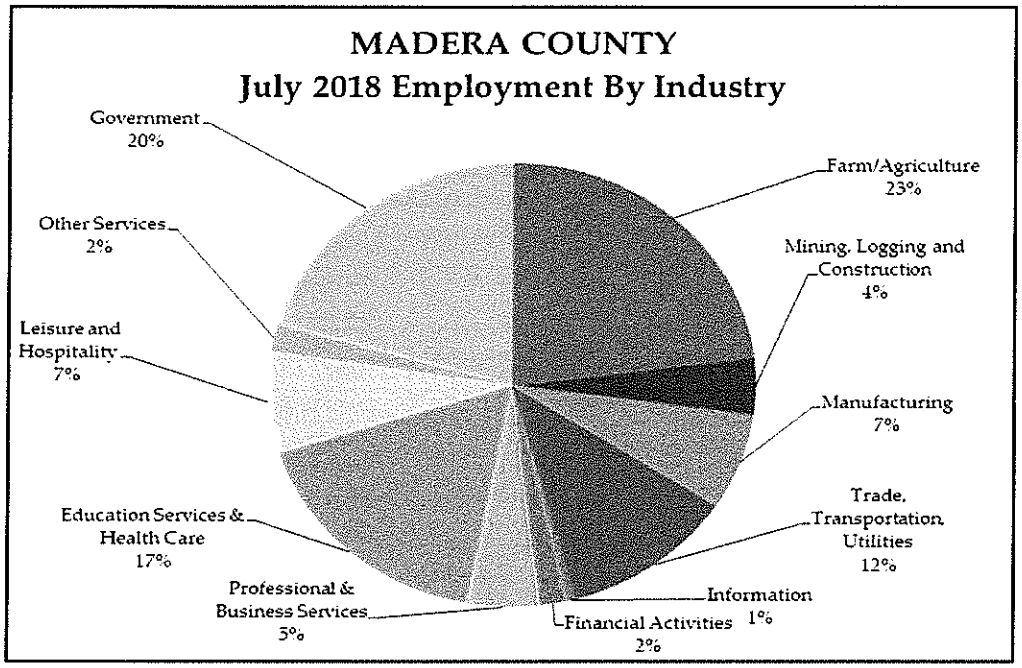
Data Source: Employment Development Department, Labor Market Information



According to the Employment Development Department, the most current unemployment statistics (July of 2018) indicate an unemployment rate of approximately 7% for Madera County. The unemployment rate spiked in the 2008, 2009 and 2010 years in accordance with the depressed economic conditions. Since that time, the unemployment rate has been steadily declining. The average unemployment rate for the State of California is 4.4% as of July of 2018.

EMPLOYMENT BY INDUSTRY

The economy of Madera County provides a desirable mix of jobs. Madera County's economy and geography has attracted a number of employers and residents to the area in recent years. The following chart illustrates the distribution of employment sectors by industry within Madera County.



The three largest employment sectors in the chart above are Farm/Agriculture at 23%, Government at 20% and Education Services and Health Care at 17%. These are followed by Trade Transportation, Utilities (12%), and Trade Manufacturing and Leisure and Hospitality both at 7%. Together, the top six employment sectors make up 86% of the County's total employment.

MAJOR EMPLOYERS

Shown below are the major private sector employers within Madera County.

Employer Name	Location	Industry
Ardagh Group	Madera	Glass Containers (Mfrs)
B & C	Madera	Assembly & Fabricating Service (Mfrs)
Bassmore Auto Co	Madera	Refrigeration Equipment-Truck (Mfrs)
Certain Teed Corp	Chowchilla	Building Materials-Manufacturers
Children's Hospital Central Cal	Madera	Hospitals
Chukchansi Gold Resort	Coarsegold	Casinos
County Wide Healthcare Ctr	Madera	Senior Citizens Service
Georgia-Pacific Madera	Madera	Paper-Manufacturers
Home Depot	Madera	Home Centers
Lamanuzzi & Pantaleo Cold Stge	Madera	Fruits & Vegetables-Growers & Shippers
Lion Brothers Farm Helicopters	Madera	Farming Service
Madera Community Hospital	Madera	Hospitals
Madera County Fiscal Admin	Madera	Government Offices-County
Madera High School	Madera	Schools
Madera Packing Shed	Madera	Sheds-Tool & Utility
Madera South High School	Madera	Schools
Mission Bell Winery	Madera	Wineries (Mfrs)
Pacific Gas & Electric Co	Madera	Electric Companies
Pines Resort	Bass Lake	Resorts
Primerica Financial Svcs	Madera	Financial Advisory Services
Sandoval Wine Co Inc	Madera	Wineries (Mfrs)
Sprint Tel	Oakhurst	Telephone Companies
Spain Construction Inc	Madera	Contractors-Equip/Supls-Dlrs-S (Whls)
Valley State Prison For Women	Chowchilla	State Govt-Correctional Institutions
Walmart	Madera	Department Stores

As seen in the table above, the majority of the employers in the region are located within the City limits of Madera.

HOUSEHOLD INCOME

As of 2018, nearly 52% of the County's households generated income greater than $50,000 per year. From 2018 through 2023, median income levels are estimated to increase by 21%. The following table is presented summarizing the 2018 estimated and 2023 projected household income levels for Madera County:

Madera County Household Income Distribution

Income Cohort	2018		2023	
	Number	Percentage	Number	Percentage
<$15,000	5,015	11.2%	4,323	9.4%
$15,000 - $24,999	5,105	11.4%	4,323	9.4%
$25,000 - $34,999	5,015	11.2%	4,415	9.6%
$35,000 - $49,999	6,448	14.4%	6,071	13.2%
$50,000 - $74,999	8,598	19.2%	8,508	18.5%
$75,000 - $99,999	4,926	11.0%	5,381	11.7%
$100,000 - $149,999	6,000	13.4%	7,542	16.4%
$150,000 - $199,999	1,791	4.0%	2,483	5.4%
$200,000+	1,881	4.2%	2,943	6.4%
Total	**44,779**	**100%**	**45,990**	**100%**
Avg. Household Income	**$71,010**		**$85,839**	
Est. Median Household Income	**$51,541**		**$58,974**	

Source: STDB

As can be seen from the table presented previously, the estimated 2018 average household income is $71,010 and the median income is estimated at $51,541.

HOUSING TENURE / VALUES

Of the total number of housing units in the County, it is estimated that over 56% are owner occupied. The balance is renter occupied or vacant as summarized in the following table:

Madera County 2018 Tenure of Occupied Housing Units

Tenure	Total	Percent
Owner-Occupied	28,735	56.3%
Renter-Occupied	16,026	31.4%
Vacant	6,278	12.3%
Total Units	51,039	100.0%

Source: STDB

As of 2018, the estimated median owner-occupied housing value was $290,845. As shown in the following table, 69.4% of owner-occupied homes have housing values over $200,000. Home prices have been increasing in the County over the course of the last several years.

Madera County 2018 Estimate of Owner-Occupied Housing Values

Value	Total	
	Number	Percentage
<$50,000	1,293	4.5%
$50,000 - $99,999	2,097	7.3%
$100,000 - $149,999	2,672	9.3%
$150,000 - $199,999	2,729	9.5%
$200,000 - $249,999	2,844	9.9%
$250,000 - $299,999	3,332	11.6%
$300,000 - $399,999	4,798	16.7%
$400,000 - $499,999	2,815	9.8%
$500,000 - $749,999	3,476	12.1%
$750,000 - $999,999	1,695	5.9%
$1,000,000 - $1,499,999	718	2.5%
$1,500,000 - $1,999,999	115	0.4%
$2,000,000 +	144	0.5%
Total	**28,728**	**100%**
Estimated Median Housing Value	**$290,845**	

CONCLUSION

Madera County is an agricultural-oriented county that is well located with respect to the California's main transportation corridors. While the local economy is dominated by agriculture, there is an increasing demand for residential development in this area due to the lower cost of living in this area as well as its proximity to the cities of Fresno and Clovis. During the recession, both residential and commercial demand decreased significantly with residential growth essentially coming to a standstill in this area. However, over the course of the last several years, market conditions have been improving along with job growth in the Region and California as a whole. Further, single family residential construction and sales has also been gaining momentum over that timeframe as well. Looking to the future, additional development is expected to continue in the Region, with residential development being the catalyst for growth.

MARKET OVERVIEW

AGRICULTURAL MARKET

The California chapter of the American Society of Farm Managers and Rural Appraisers publish an annual agricultural land value trend report. In the report they group Madera and Fresno County's together and is known as Region 4. The following information was extracted from the 2018 Agricultural Trends Report.

Demand for agricultural properties in Region 4 continued to decline in 2017 correlating with softening commodity prices. The region experienced several years of increasing value trends through the beginning of 2016; however, the overall trend for 2017 is described as slightly declining. Sale data for open land and permanent plantings are generally moderate to very limited throughout Fresno and Madera Counties, with a decrease in inventory, extended marketing periods and some languishing properties noted. Stronger water areas with reliable and inexpensive surface water deliveries supplemented by pumps and wells enjoy the strongest demand, with active buyers. Federal water districts and properties without a district water supply have experienced the sharpest decline in values with significant water concerns associated with the Sustainable Groundwater Management Act.

Sale activity for dairy facilities continued to be very limited in 2017 with very few known sales within Region 4. Although milk prices continued to be low in 2017, value trends for dairy facilities throughout the Central Valley remained stable in 2017 as a result of interest in the underlying land from permanent planting growers.

NUT TREE ORCHARDS

Sale activity among tree nut orchards was moderate to limited in 2017. The decline in commodity prices witnessed in 2016 resulted in a decline in land values, with stabilization achieved in 2017. West side almond sales located in the federal districts indicate substantially softer values as compared to East side properties. The low end of the value range represents these west side transactions, with prices ranging from $11,000 per acre to $17,500 per acre for mature almond orchards. The soft prices are a direct reflection of the water conditions on the west side and the inability to apply marginal ground water without blending. The bottom of the west side range reflects orchards lacking supplemental water sources. East side sales indicate stronger pricing, with 2017 transactions stabilizing between $22,000 and $37,000 per acre for almond orchards in Fresno and Madera Counties. These values generally parallel nut orchard values seen in other areas of the central San Joaquin Valley. The low end of the value ranges are representative of old orchards in fair to poor condition and/or orchards that have arrived at the end of their economic lives. Young, good quality orchards with reliable water sources represent the top of the reported value range.

Activity for pistachio orchards continued to be limited in 2017, but supports a relatively stable value trend; the pistachio market did not experience the sharp decline noted in the almond market in 2016. The range of values for pistachios is $17,000 to $36,000, with distinct differences paid for immature versus mature

orchards. West side pistachio developments have not declined as significantly as almonds, primarily due to the pistachio's tolerance of marginal water quality. The low end of the range in Madera County is reflective of older orchards planted on non-resistant rootstocks, with the most recent transactions indicating a continuing decline in values as compared to early 2016. Very high water costs are also associated with these older pistachio blocks in Madera County. A sizable number of these older orchards remain in Madera County but few exist in Fresno County.

TREE FRUIT ORCHARDS

Although the sale activity among tree fruit orchards was very limited in Fresno County in 2017, the overall value trend is stable. Most tree fruit orchard properties consist of numerous fruit varieties, some of which are in favor with packers/consumers and others that are not. As such, the demand for tree fruit has historically been influenced more by location and general land characteristics, rather than orchard quality. The 2017 crop year was profitable for most growers due to strong commodity prices. The low end of the value range typically represents orchards whose tree fruit varieties are not in high demand or are located in secondary tree fruit markets. In most markets, the low end of the range tends to parallel open land value as buyers typically redevelop the orchards to new tree fruit varieties or other permanent plantings. The tree fruit industry has been consolidated into the control of a few large entities. Many smaller operations have sold their orchards to these larger, vertically integrated entities.

CITRUS

Sales of citrus groves in Fresno County remained limited in 2017; however, the value trend is stable. Strongest demand is noted for specialty citrus crops including Mandarins, Clementines and/or Blood varieties. A significant increase in mandarin acreage has been noted over the past several years. Navels and lemon varieties have also experienced an increase in bearing acreage with declines noted in Valencia's. The low end of the range is characteristic of older groves with inferior varieties, indicating values generally consistent with open land values. Most buyers of these older groves will continue to farm them for the short term and redevelop the land to newer, more desirable citrus varieties in the near future.

VINEYARDS

Vineyards have been in large demand primarily because they have been purchased to remove the existing plantings, and replace with other permanent planting crops, primarily nut crops. Most of the activity was for vineyards producing raisins. Their value primarily fell within a range of $20,000-$30,000 per acre, depending on their production. There was very limited activity involving vineyards utilized to produce wine grapes. A great portion of these vineyards were also purchased by buyers with the intention of clearing the existing plantings and replacing them with alternative permanent plantings. The per-acre value was consistent with that of raisin vineyards, also ranging in value from $20,000-$30,000 per acre.

CROPLAND

The sale activity for cropland in all markets in Fresno and Madera counties ranged from moderate to very limited, with stable to slightly decreasing value trends observed. In the USBR markets of the westside of Fresno County, a slight decline was noted, with the overall range reported between $4,000 per acre and $9,000 per acre. Open land lacking a supplemental water source and/or poor soils and drainage conditions reflect the lower end of the range, while those properties with supplemental wells, good quality soils and favorable drainage conditions are reflective of the upper end of the range. Sale activity was driven by buyers who intend to develop the properties to permanent plantings, mostly pistachio and almond orchards. Activity in the Exchange Contractor districts of Western Fresno and Madera Counties was very limited in 2017; but the few data points suggested a stable value trend. Land in these markets tends to be tightly held by multi-generational farming families who recognize the benefit of the reliable and inexpensive water supplies these districts enjoy. Buyers in these markets tend to be neighboring land owners who would like to expand their operations. The Exchange Contractor districts provide water stability lacking in the USBR districts; however, extended market periods have been noted in these districts. Sale activity of Fresno County cropland with surface water delivery was moderate in 2017, with a stable value trend. The range of values observed is wide, from $11,000 to $28,000 per acre. The low end of the range is represented by cropland properties toward the west end of the county, where soil and drainage conditions are less desirable, especially as they relate to permanent planting development. The high end of the range is seen in markets where competition among buyers is higher and soil, water, and drainage conditions are good.

Large blocks of irrigated field cropland with both surface water deliveries and good-quality well water are still in fairly high demand with competing buyers. In general, the market stabilized in 2017, similar to most permanent planting markets in Region 4.

Activity for cropland with well water as its sole water supply was limited in 2017, with a slightly declining range of values from $8,000 to $22,000 per acre. Like other markets, values are dictated by soil conditions and water supplies. Brokers and market participants are becoming more cognizant of water sources with consideration given to imminent pumping regulations due to SGMA and the availability of surface water deliveries, which has negatively affected this market.

Activity for cropland in Madera County was also limited in 2017, with a slightly declining trend noted. Most activity and demand in the market is derived from buyers motivated to develop permanent plantings. This trend has been observed in the market over the past several years and continues to be the driving force. Cropland sale activity outside of the districts was even more limited, but suggests a similar slightly declining trend due to long-term water reliability concerns.

District water deliveries on the east side of Fresno and Madera Counties are becoming more vital due to the pending Sustainable Groundwater Management Act. Properties with two sources of water have experienced the greatest demand and strongest values in 2017. This trend is expected to continue as the Sustainable Groundwater Management Act takes effect in 2020.

A Summary of land values for Region 4 is shown in the table on the following page.

VALUES: LAND AND LEASE

LAND USE	VALUE PER ACRE	ACTIVITY / TREND	RENT RANGE	ACTIVITY / TREND
PERMANENT PLANTINGS				
Almonds - Eastside	$22,000 - $37,000	Moderate/Stable	25% - 35%	Limited/Stable
Almonds - Westside	$11,000 - $17,500	Limited/Stable	25% - 35%	Limited/Stable
Pistachios	$17,000 - $36,000	Limited/Stable	25% - 30%	Limited/Stable
Tree Fruit	$18,000 - $30,000	Very Limited/Stable	$750 - $1,250	Limited/Stable
Citrus	$17,000 - $32,000	Limited/Stable	$500 - $1,000	Limited/Stable
Raisin Grapes	$20,000 - $30,000	Strong/Stable	20% - 25%	Limited/Declining
Table Grapes	$20,000 - $30,000	Very Limited/Stable	N/A	Limited/Stable
Wine Grapes	$20,000 - $28,000	Very Limited/Sl. Decreasing	20% - 25%	Limited/Declining
CROPLAND				
Fresno County: USBR-West	$4,000 - $9,000	Moderate/Sl. Decreasing	$175 - $250	Moderate/Stable
Fresno County: Exchange Contractors	$10,000 - $18,000	Very Limited/Stable	$250 - $450	Moderate/Stable
Fresno County: Districts	$11,000 - $28,000	Moderate/Stable	$200 - $400	Moderate/Stable
Fresno County: Well Water	$8,000 - $22,000	Limited/Sl. Decreasing	$200 - $400	Moderate/Stable
Madera County: Districts	$16,000 - $20,000	Limited/Sl. Decreasing	$200 - $350	Moderate/Stable
Madera County: Well Water	$9,500 - $16,000	Limited/Sl. Decreasing	$200 - $350	Moderate/Stable
RANGELAND				
Westside	$250 - $750	None/Stable	$5 - $15	Moderate/Stable
Eastside	$750 - $2,500	Very Limited/Sl. Decreasing	$12 - $30	Moderate/Increasing
DAIRIES (FRESNO & MADERA COUNTIES)				
Newer (per lactating cow - without underlying land)	$1,400 - $2,400	Very Limited/Stable	$10 - $20	Limited/Declining
Older (per lactating cow - without underlying land)	$700 - $1,400	Very Limited/Stable	$5 - $15	Limited/Declining

CONCLUSION

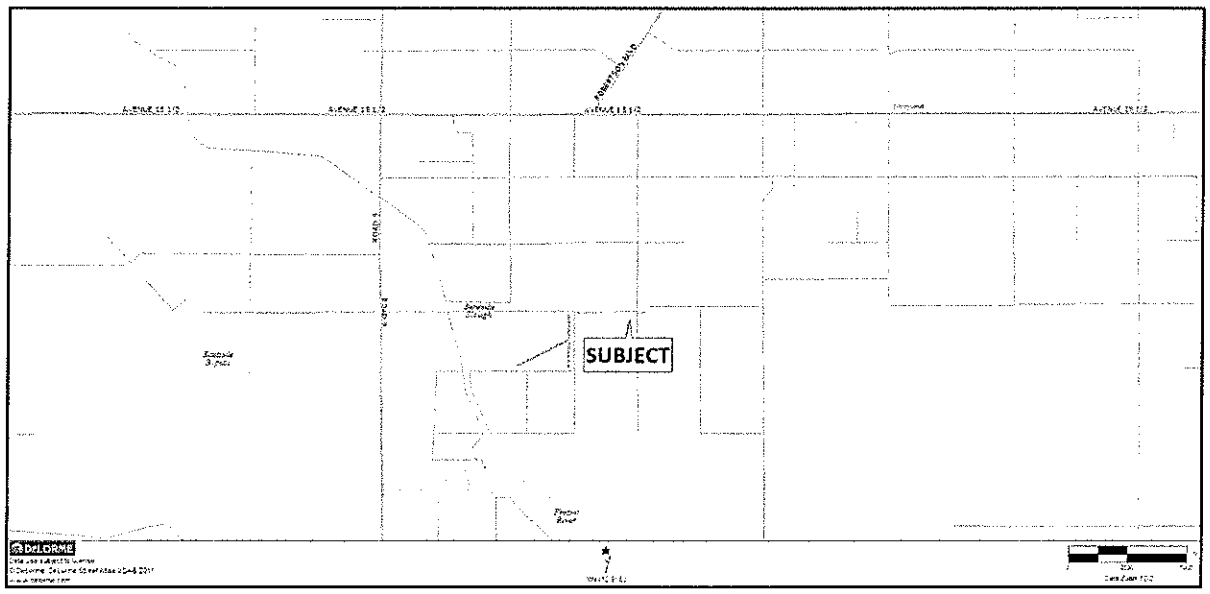
Overall the land values and nut tree orchard values have generally been stable over the last 12-months. There is some concerns with properties that only offer one source of water as the Sustainable Groundwater Management Act takes effect in 2020. That being said the agricultural market within Madera County still remains viable with stable market conditions.

NEIGHBORHOOD DESCRIPTION / IMMEDIATE ENVIRONS

GENERAL DESCRIPTION

The property is southwest of the city of Chowchilla, in the county of Madera, southwest of Highway 99. It is surrounded by agricultural properties. The neighborhood consists of a variety of agricultural operations, including orchards and dairies.

SUBJECT AREA MAP



ACCESS

The property is accessed through Avenue 17 as well as Elm Road, which run through the neighborhood.

NEIGHBORHOOD CONCLUSION

The neighborhood is primarily used to agricultural purposes, with dairies and almond orchards planted throughout the area. There are few rural residences scattered around the neighborhood, the majority of the homes are small farm homes with the majority of the land being is used for farming.

IDENTIFICATION OF LARGER PARCEL / PROPERTY DESCRIPTION

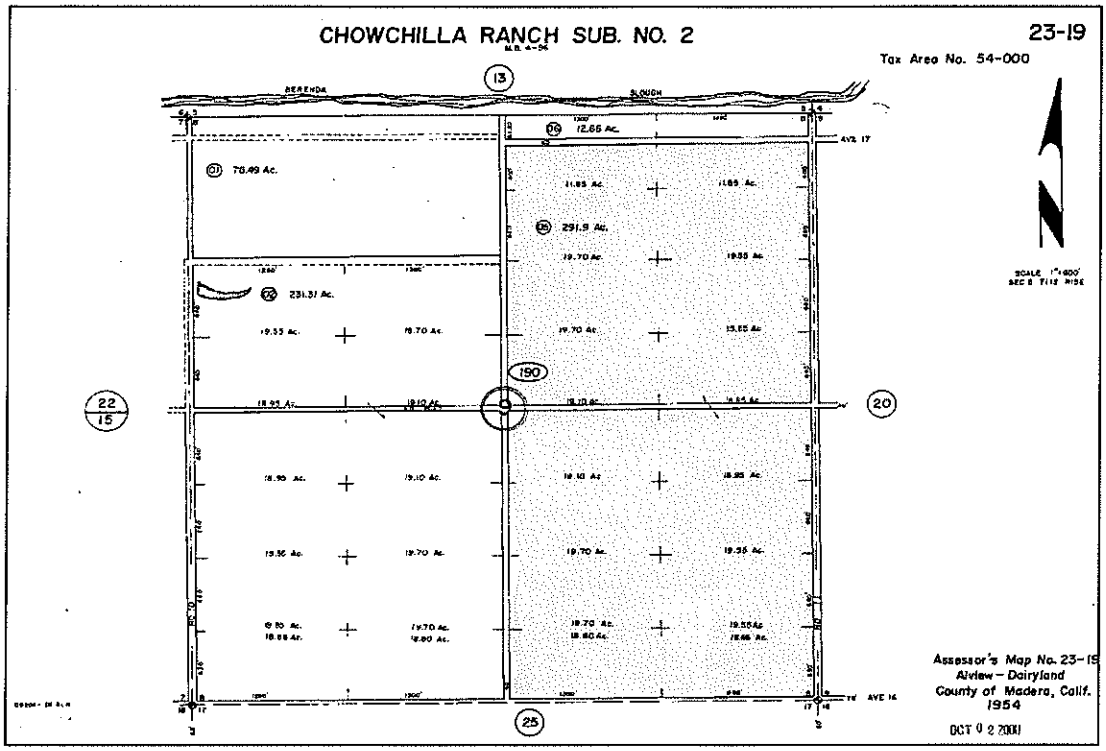
DETERMINATION OF LARGER PARCEL

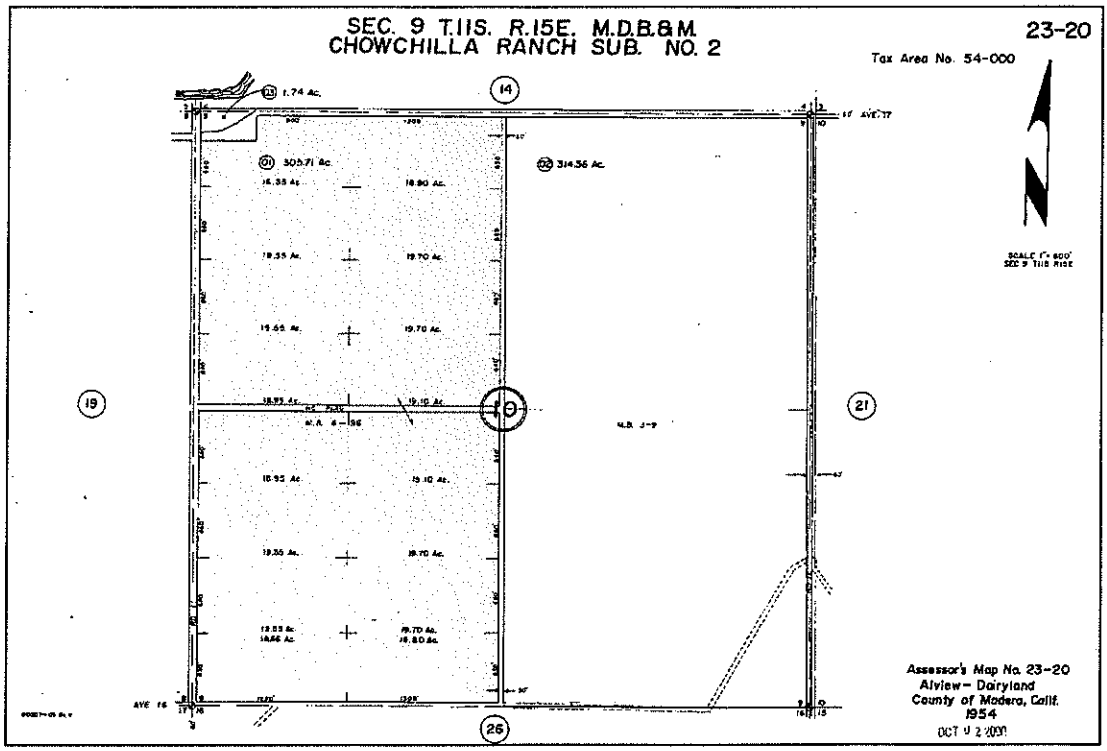
The process of determining the "Larger Parcel" involves analysis of an owner's holdings as to a parcel or portion of a property which has unity of ownership, unity of use, and contiguity. Ownership records for surrounding properties have been reviewed and the impacted parcel owner has title interest in one other adjacent parcel. Together these two parcels are farmed with row crops indicating a unity in use. Therefore, the larger parcel proposed to be impacted parcel 023-190-005 and the adjacent parcel 023-200-001. Combined together the two parcels equate to 597.61± acres in size.

IDENTIFICATION OF PARCEL OWNERSHIP

Property Address	10872 Avenue 17, Chowchilla, California 93610
Assessor's Parcel Number(s)	023-190-005 & 023-200-001
Owner	Michael McRee and Andrea McRee
Mailing Address	11912 Avenue 18, Chowchilla, California, 93610-9053
Ownership History	The subject property has not been involved in an arm's length transfer within the past five years. Furthermore, the subject property is not currently being marketed for sale nor subject to a purchase contract.
Date of Inspection	December 10, 2018
Date of Value	December 10, 2018
Date of Report	January 30, 2019

ASSESSOR'S PARCEL MAPS





AERIAL PHOTOGRAPH

LARGER PARCEL DESCRIPTION

Size	597.61 acres
Shape	Rectangular
Frontage	0.95 miles on Road 10 1/2, 0.5 miles on Avenue 16, 0.99 miles along Avenue 17
Access	Road 11 and Avenue 17
Exposure	Minimal exposure
Topography	Level
Utilities	Electricity is to the site. Water is provided via wells. There is no sewer service in the area.
Zoning	ARE-40: Agricultural Rural Exclusive- 40 Acres
Special Plan	None
General Plan Designation	AE- Agricultural Exclusive
Williamson Act	Based upon information located in the Preliminary Title report the property is currently enrolled in the Williamson Act.
Improvements	The larger parcel is improved with solar panels and a small single family residence. Based upon public records the single family home was built in 1948 and is approximately 1,020 square feet in size. The residence is considered to be in average overall condition. According to the property representative other improvements include eight well sites and a water basin. The row field crops are irrigated with drip tape. It is noted that the proposed acquisition does not impact any of the on-site improvements; therefore, these improvements are not considered in the larger parcel valuation.

Lease or Rental Status

None.

Permits

None.

Easements

We were provided a Preliminary Title Report prepared by Chicago Title Company dated November 22, 2017. Based upon our review of the preliminary title report there is easements that encumber the property. The easements are detailed below.

Right of way Easement - affecting this and other property, for road purposes, as determined in order in an Action Entitled: "County of Madera VS Alice P. Goodwin, et al", Case No. 5483, said right of way being described as follows:

Beginning at a point South 1°13' East 200 feet from the North quarter corner of Block 9, Chowchilla Ranch Subdivision No. 2, as recorded in Vol. 3 of Maps, at page 9, thence South 1°13' East 60 feet; thence North 89°06' East 2640 feet; thence North 88°53' East 520 feet; thence North 1°12' West 230 feet thence North 88°53' East 2120 feet to the East line of the Northwest quarter of Block 10 of said subdivision; thence North 1°11' West 60 feet; thence South 88°53' West 2120 feet; thence South 38°40' West 299.44 feet; thence South 88°53' West 328.25 feet; thence South 89°06' West 2640 feet to the point of beginning.

Based upon information provided by the client there is an easement for a roadway noted as Avenue 17, which affects the northern 60' of the larger parcel.

We have considered these easements in our valuation analysis.

Encroachments

To the best of our knowledge, there are no existing encroachments associated with the subject property.

Private Restrictions	None
Flood Zone	Zone A, without base flood elevation, map 06039C1125E, date 09/26/2008
Wetlands	No known wetlands were apparent on the subject property at the time of the inspection. The appraiser is not an expert in the field of detecting wetlands. No environmental reports were provided, and we assume no wetlands exist on the property
Soils	Based on information provided by the USDA web soil survey, the property is made up of 65.80% irrigated Class IV soils; 22% irrigated Class III soils, 9.3% irrigated Class VI soils and 2.9% irrigated Class II soils.
Seismic Information	The subject property is not within a Fault-Rupture Hazard Zone (formerly an Alquist-Priolo Special Studies Zone), according to Special Publication 42, "Fault-Rupture Hazard Zones in California", published by the California Department of Conservation, Division of Mines and Geology, revised 2007. No active faults are located on or in the proximity of the property. However, strong earthquakes generated along any of the active California faults may affect the site depending on the characteristics of the earthquake and the location of the epicenter. In general, the effects should be confined to shaking and/or acceleration (shock waves) and potential damage to structures should be minimized by employing adequate design and construction procedures. Because Madera County, and most of the State of California, is a seismically active region, the potential for earthquake-induced hazards must be acknowledged. However, the history of past earthquake activity does not indicate that is a particularly hazardous area. Current engineering

design, and construction practices, such as the Uniform Building Code, provides the opportunity to reduce earthquake related hazards.

Cultural Recreational and Historic Significance

None known to exist.

Toxic Hazards

We were not provided specific environmental documents for review; however, we did search the State Water Resources Control Board website. There are no toxic hazards or contamination items identified for the subject property. However, the appraisers are not experts in this field; please refer to Item 16 of the Assumptions and Limiting Conditions.

Property Tax Data and Projected Taxes

Assessed values and property tax amounts are available in the online county resources. The property tax information for the subject property is summarized in the following table.

APN's: 023-190-005 & 023-200-001 Tax Code Area: 054000	
Land Value	$1,199,390.00
Structural Improvements	$394,684.00
Total Assessed Value	$1,593,790.32
Base Tax Rate	1.0348%
Base Taxes	$16,492.38
Special Assessments	
Williamson Act	$4,108.52
Total Special Assessment Amount	$4,108.52
Total Tax Amount	$20,600.90
Late Fees	$0.00
Total Taxes	$10,427.72
Effective Tax Rate	0.6543%

OVERALL COMMENTS

The larger parcel represents a 597.61± acre larger parcel that is comprised of two parcels. The larger parcel is currently being farmed with row crops. The property is zoned for Agricultural uses and APN: 023-190-005 is improved on with a small solar facility and a small single family residence. These improvements appear to support the agricultural operation. Based on the physical characteristics, such as the soils and water quality/availability, the subject is suitable for row/field crop production or permanent plantings. The subject is considered a good agricultural site with average linkages to highways for transportation of commodities.

PROJECT DESCRIPTION AND PROPOSED ACQUISITION

DESCRIPTION OF THE PROJECT

The County of Madera is in the process of repairing portions of the Levee located just north from the larger parcel. The purpose of the project is to strengthen weakened portions of the levee system in order to prevent future flooding.

DESCRIPTION OF THE PROPOSED ACQUISITION

A small fee acquisition is required from the larger parcel and is located along the northern portion of APN: 023-190-005. The project proposes to acquire 0.215 acres in fee. This area includes land located along the Avenue 17 frontage of the property. The area will be needed in order to reinforce a section of the levee that is located north of the larger parcel. It should be noted that the impacted portion of the larger parcel lies entirely within the Avenue 17 roadway easement area. It appears that the county does not currently maintain the roadway area and the owner still has residual rights although only a portion of the rights remain.

Additionally a temporary construction easement is needed for a staging area. This area is also located along the Avenue 17 roadway easement area and is 0.23 acres in size. Based upon information provided by the client the temporary construction easement (TCE) area will be need for a7-month time frame.

There are no site improvements located within the proposed acquisition areas.

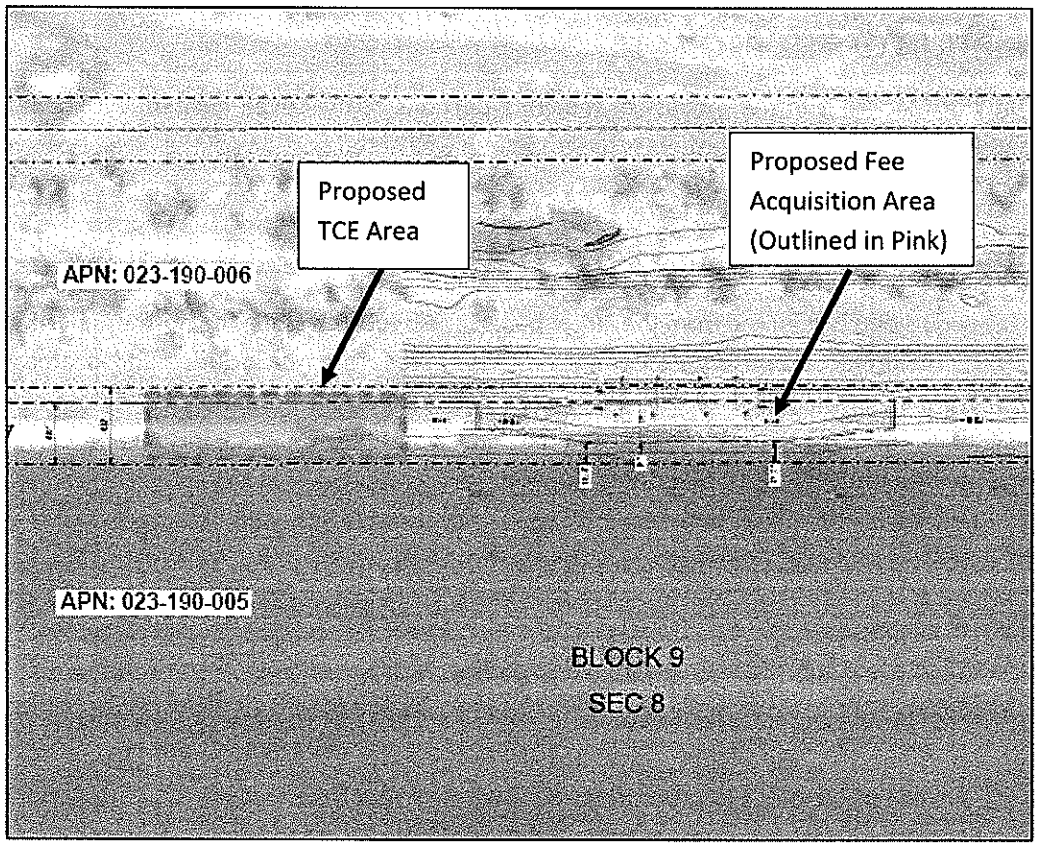
A summary of the planned acquisition follows:

Item	Total
Larger Parcel	597.61± Acres (26,031,892± Square Feet)
Fee Acquisition Requirements	0.215± Acres (9,365± Square Feet)
Temporary Construction Easement Area (TCE)	0.230± Acres (10,019± Square Feet)
Remainder Parcel	597.40± Acres (26,022,527± Square Feet)

Source: Madera County Assessor's Parcel Map and information provided by the client

An exhibit of the proposed acquisition is presented next.

ACQUISITION EXHIBIT



DESCRIPTION OF THE REMAINDER

The project proposes to acquire a fee area from the property along Avenue 17 easement area. In the after condition, the subject's size will decrease by less than 1%. All though the levee will further encroach along Avenue 17 there is still enough room between the new levee and the farming operation to be used as a turn row. In the after condition the property will still have the same utility. No benefits are anticipated. Overall the property's size, shape, and utility are not negatively impacted due to the proposed acquisition and no damages (other than the impacted site improvements which will be discussed below) to the property are anticipated due to the proposed project.

HIGHEST AND BEST USE ANALYSIS

Highest and best use may be defined as the reasonably probable use of property that results in the highest value.

There are four criteria used in the highest and best use analysis process. These are:

1. **Legally Permissible Use**

   What uses are permitted legally under existing zoning, building codes, historic district controls, environmental regulations, deed (private) restrictions, and long-term lease provisions on the site in question?

2. **Physically Possible Use**

   What uses of the site are physically possible, given its size, shape, area, terrain, soils composition, accessibility, assembly potential, and risk potential from natural disasters?

3. **Financially Feasible Use**

   Which possible and permissible uses will produce a positive net return to the owner of the property?

4. **Maximally Productive Use**

   Among the feasible uses, which use will produce the highest residual land value consistent with the rate of return warranted by the market for that use?

Since improved properties sometimes do not, in fact, contain the improvements that would generate the greatest return to the land, the highest and best use of the land as if it were vacant, as well as the highest and best use of the property as it is currently improved, normally are considered. In extreme cases, this analysis will call into question whether the existing improvements should be preserved. Usually, however, the analysis shows that if a property is already improved, the continuing use of the existing improvements yields more total return to the land than does the razing of the improvements in favor of alternative uses.

Given no impact to the subject improvements and we are valuing the land, only the highest and best use as if vacant is applicable.

HIGHEST AND BEST USE, AS VACANT

When appraising a property, whether improved or vacant, we first determine the highest and best use of the land only.

LEGALLY PERMISSIBLE USES

Possible uses are constrained by legal restrictions on the property both private and public. The County of Madera identifies zoning as Agricultural Rural Exclusive- 40 Acres with a 40-acre minimum and the general plan for the subject is Agricultural Exclusive use.

Given the zoning and general plan designations, the most likely legally permissible use is for agricultural or rural residential use.

PHYSICALLY POSSIBLE USES

The size, topography, and location of the subject are important factors in determining the use of the property. The size of the site can have a significant effect on the type of development that is possible and on the economies of scale. The larger parcel is 597.61± acres and has access from Avenue 17. The size and shape of the parcel would support a wide variety of agricultural uses. The subject's soil type is considered average and would most likely support a wide variety of agricultural uses. Surrounding uses are a variety of rural residential and agricultural (row crops and permanent plantings (nut crops)) in nature. The most physically probable use of the subject property is for agricultural use given its soils and level topography. A rural residential dwelling unit is also considered physically possible. Therefore, agricultural and rural residential uses also physically possible.

FINANCIALLY FEASIBLE / MAXIMALLY PRODUCTIVE USES

A proposed property improvement must be able to deliver an income return that, in turn, generates a market value sufficient to pay for the developmental costs, the undertaking of the risks involved, and a profit appropriate for the development. The legally permissible and physically possible uses of the site include agricultural uses such as permanent planting, row and field crops, as well as rural residential. Historically, the subject has been farmed with row crops and is currently being farmed with row crops.

Agricultural properties in the area have exhibited steady demand over the last few years; however it is noted that over the last two years demand has slightly decreased. In general, land values for most types of agricultural properties increased from 2002 through 2007, declined in the following years, stabilized by 2010, and began trending upwards again in 2011, 2012 and through 2013. Over the last several years, there has been strong demand for vacant and improved (planted) agricultural land, especially nut crops such as walnuts and almonds. According to the 2018 Ag trends report irrigated crop land for Madera County has been generally stable over the last 12 months. The subject property and most of the neighboring properties have been historically used for field and row crop and or almond orchards and some pistachios orchards. Thus, the highest and best use of the subject property is for agricultural.

HIGHEST AND BEST USE CONCLUSION, AS IF VACANT

Legal, physical, and financially feasible considerations, as well as alternative uses and market considerations, have been analyzed to evaluate the highest and best use of the property as vacant. Based upon the previous discussion, the highest and best use of the property is for agricultural (row crops or nut crops). The most likely buyer would be a local farmer.

HIGHEST AND BEST USE OF THE REMAINDER

The project proposes to acquire a fee acquisition along northern property boundary along a portion of Avenue 17. In the after condition, the subject's farmable area will not decrease, as the acquisition does not impact the farming operation. Further, the impacts are limited to the northern property boundary only and no structures are directly or indirectly impacted. Therefore, the highest and best use of the remainder is unchanged.

VALUATION

VALUATION PREMISE

The larger parcel is 597.61± acres of irrigated agricultural land. The property level topography; surrounding uses are generally agricultural land including orchards and row crops. The impacted area of the larger parcel is entirely within Avenue 17, which is noted as an existing roadway easement. Based upon the site inspection it appears that the County does not maintain the roadway and the owner generally uses the area as access. Given that the area impacted is labeled as Avenue 17 the owner only has a portion of remaining rights. We estimated that the owner retains approximately 25% of rights within the roadway easement area. Based upon the maps provided Avenue 17 covers approximately 48' along the northern boundary line along APN: 023-190-005 or 124,320 square feet (2.85± acres). Therefore, we have considered this encumbered area within our analysis.

The three accepted approaches to value are the Sales Comparison Approach, the Income Approach (capitalization analysis) and the Cost Approach (reproduction or replacement cost analysis). We have utilized the Sales Comparison Approach to value as the best indication of fair market value to estimate the value of the underlying land. The Sales Comparison Approach compares the subject property to other similar agricultural land that has recently sold in the market area and is usually the preferred method of valuation when comparable sales data are available. All land comparables properties were compared based on a price per acre basis, consistent with the market. The Income Approach and the Cost Approach were not used as these methods are not considered applicable to the appraisal problem; the valuation of the subject is not weakened by the exclusion of these approaches.

The proposed acquisition consists of a fee simple acquisition and a temporary construction easement for the Madera Levee Repair Project. Similarly, the rights appraised consist of fee simple rights. The appraisal was made in accordance with accepted valuation principles, consistent with California eminent domain law. Every effort has been made to conform to the Standards of Professional Practice of the Appraisal Institute , which fully incorporate the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation, Caltrans Appraisal Standards and Procedures as well as State and Federal uniform acts (Federal URA).

A temporary construction easement is required for project construction and is considered the rental of the property to estimate the compensation due the owner. An annual rate of return will need to be developed to reflect the expectation of property owners in the market. This annual rate will be applied to the fee value of the property to estimate the market value of the temporary easement.

As to valuation for eminent domain acquisitions, the law requires that Williamson Act contracts shall be considered never to have existed for the purpose of valuation in case of a total acquisition and disregarded in the valuation of the land to be acquired in a partial acquisition.

VALUATION OF THE LARGER PARCEL (LAND ONLY)

SALES COMPARISON APPROACH

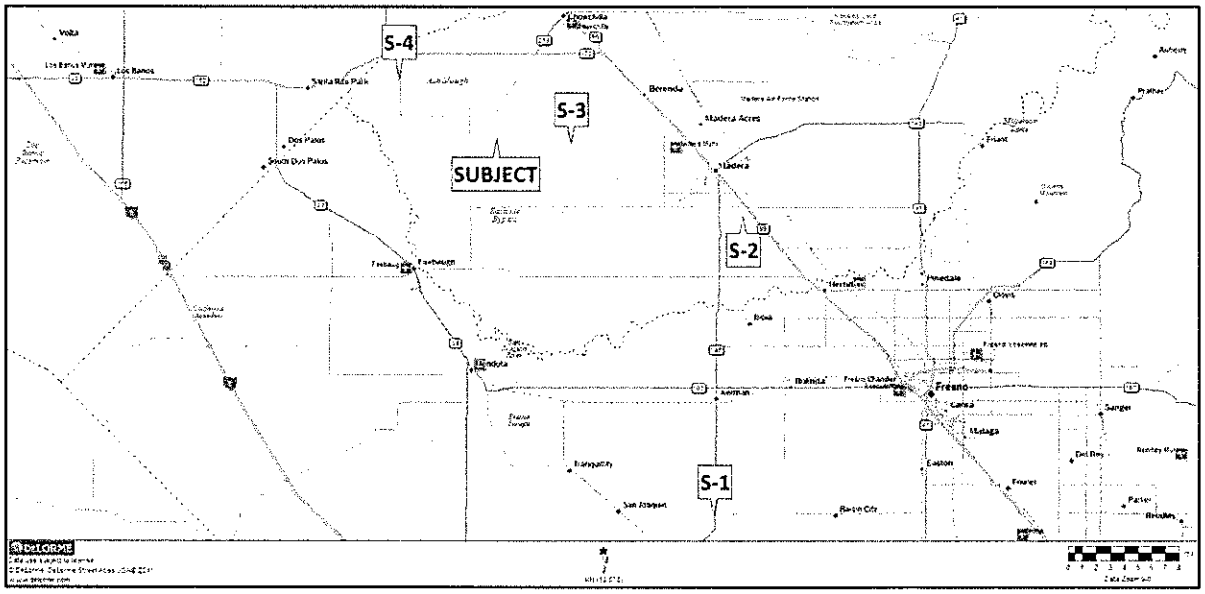
The Sales Comparison Approach compares the subject property to other similar zoned land that has recently sold in the market area. This is usually the preferred method of valuation when comparable sales data are available. The comparable sales are compared to the subject and analyzed based on the appraiser's knowledge of market behavior, in order to derive an indication of fair market value. All sale properties were compared based on a price per acre basis, consistent with the market.

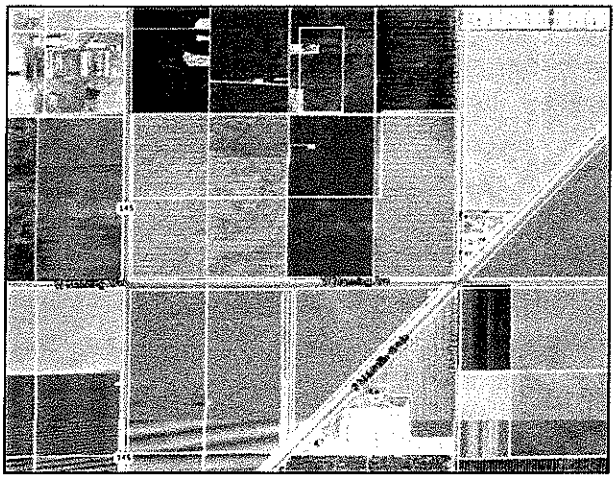
Effort was made to find sales within close proximity to the subject property with similar qualities and characteristics. Based on the subject's general plan and zoning for agricultural uses, irrigated agricultural land sales were researched. The resources utilized in the extensive search for comparable data included our internal database, CoStar and MLS.

A summary of the comparable sales will be introduced in the table to establish the fair market value of the subject property.

COMPARABLE LAND SALES SUMMARY TABLE AND MAP

Sale # DC #	Property Address APN(s)	Seller Buyer	Sale Date Doc #	Sale Price	Zoning	Size (Acres)	Price / Acre
S-1 3656	Northeast corner of Manning and Madera Avenue, Herald, CA APNs: 035-061-19s, -22s	Frank and Rebecca Toste Revocable Trust Parampreet Singh Pannu, Tejinder Pal Sandhu, Balkar Singh	05/03/2018 [redacted]	[redacted]	AE-20	238.00	[redacted]
S-2 3725	28763 Avenue 11, Madera, CA APN: 047-100-007	Jeffrey B Martens and Laurie A Whelan Trust N.S.G.T. Trust	07/13/2017 [redacted]	[redacted]	ARE-40	64.73	[redacted]
S-3 3724	16292 Avenue 16 #1/2 Madera, CA APNs: 028-151-004	Luis Lourenco and Mary Lourenco Living Trust Makhan Singh and Balbir K Sandhu	05/12/2017 [redacted]	[redacted]	ARE-40	304.63	[redacted]
S-4 1275	Avenue 21, south of Road 4 Madera, CA APN: 020-120-012	Manuel T and Jacinta B Rocha Duane and Andrea Blech Trust	01/12/2016 [redacted]	[redacted]	ARE-40	181.60	[redacted]
SUBJECT	10872 Avenue 17, Chowchilla, CA APNs: 023-190-005 & 023-200-001	------	------	-----	ARE-40	597.61	-----



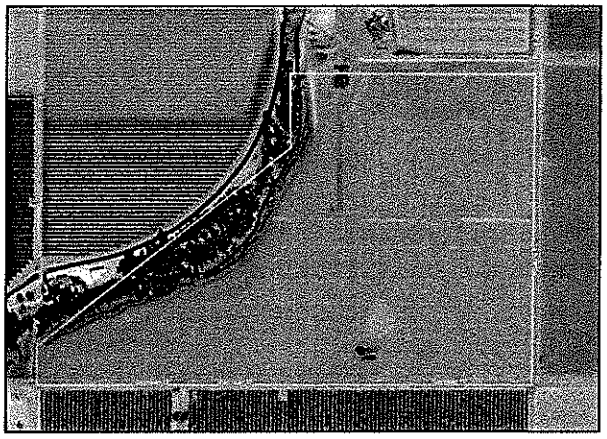


Comparable Land Sale 1

This is the sale of a 238 acres or 10,367,280 square feet of agricultural land located in Fresno, California. This property is located northeast corner of Manning and Madera Avenue. The property sold for $[redacted] or $[redacted] per acre. This was financed through seller financing. According to the broker the financing did not have any impact on the sales price. After the sale the property was re-parceled as the sale included portions of APN: 035-061-19 and 035-061-20. The new APN is 035-061-24s, with a new size of 375.64 acres net. The legal description has just been updated as of end of November 2018. According to the broker, the buyer intended to use the land to plant almonds or pistachios. At the time of sale, high-production hay and grain crops were planted to the property. The property is zoned as exclusive agriculture. The majority of the land falls within flood zone X, which is an area of minimal flood hazard. Approximately 10% of the land are is located within flood zone A. The soil consists of 78.1% Class IV, 12.0% Class III soils and 9.9% Class III soils. The property receives water from on-site agricultural well and is flood irrigated.

This property has several similar attributes to the subject including the zoning, size and well irrigation. The property does offer slightly superior soils and is located outside of the floodplain, which is considered to be superior. However, this is more than offset given the comparable only offers flood irrigation which is inferior compared to the subject sub surface drip irrigation. Further, the location of the comparable is slightly inferior. Overall this comparable is inferior in which the subject should have a land value above $[redacted] per acre.

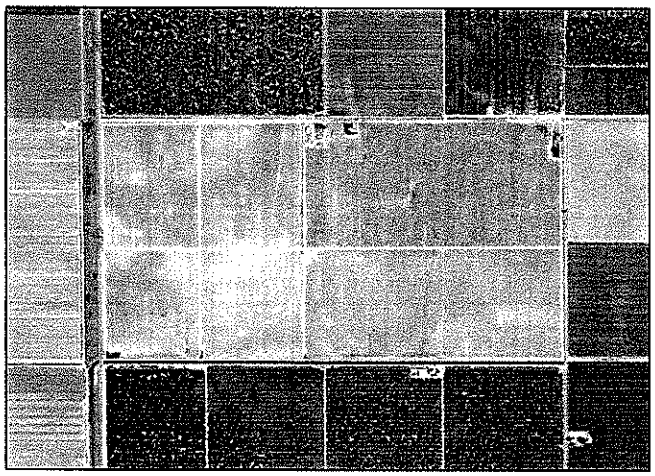
Comparable Land Sale 2



This sale is of 64.73-acres of vacant agriculture land located at 28763 Avenue 11 in Madera County. The property sold July 13, 2017 for $[redacted] or $[redacted] per acre. The seller was Jeffery Martens and the Laurie Whelkan Trust, the buyer was Antone and Susan Slenders. The Seller carried back $[redacted] at [redacted]%, which is due in 2022. The property had district water at the time of the sales; however, the sales price was reflective of the seller installing a deep ag well for the buyer at the time of sale. Approximately 8.73± acres of the total 64.73 acre site was unusable as it was planted with

eucalyptus trees. The buyer planned to remove the trees later. The site was zoned ARE-40 and the site is located in flood zone X. Approximately 94% site offers irrigated soils class I and 6% is located along a floodway area. The floodway area is located along an adjacent waterway which is located along the western boarder of the comparable.

This comparable offers similar zoning. However, the comparable offers two sources of irrigation which is considered to be superior. Further, the comparable is generally located outside the floodway area and offers superior soils. Further, the comparable sale is much smaller in size which would indicate a lower unit of value for the subject. Overall, this comparable represents a high indication of value for the subject indicating a unit value below $[redacted]

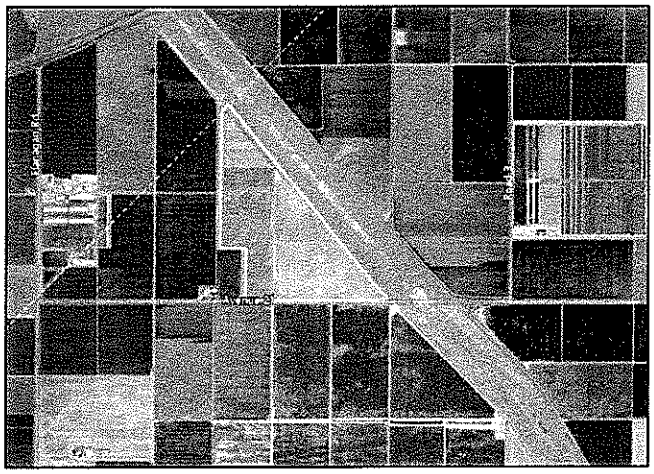


Comparable Land Sale 3

This sale is 304.63-acres of agricultural land located at 16292 Avenue 16 ½, in an unincorporated area of Madera County. This property sold in May of 2017 for $[redacted] or $[redacted] per acre. The seller was Luis and Mary Lourenco, and the buyer was Makhan Singh and Balbir Sandhu. It is noted that nearly 160 acres of the property was improved with an almond orchard which was 2-3 year in age with spacing of 16' X 21'. The remainder of the site was irrigated row crop land. Additionally, the property had two farmsteads on the property as well as a couple utility sheds and a milk barn. However, only the homes had contributory value, although minor. The property had three ag wells which provided water to the farming operation. The property does not receive district irrigation water. All of the crops are on an above ground drip system. At the time of sale the irrigated crop land was being leased for $[redacted] per acre per year. The soils class on the property ranged from Class 2 to Class 6; however, 90% of the soils are Class 4. Based upon the estimate allocation of value the orchard had and estimated allocation of value at $[redacted] per acre and the irrigated crop land had an estimated allocation of value at $[redacted] per acre. The site was zoned ARE-40 and the site is located in the flood zone AO.

This comparable offers similar zoning, location and soils. Further, the comparable offers a drip irrigation system and is located within the flood zone AO similar to the subject. However, 160 acres of the comparable is improved with a recently planted almond orchard indicating a value well below this comparable. Overall, this comparable represents a high indication of value for the subject indicating a unit value below $[redacted]

Comparable Land Sale 4



This is the sale of irrigated crop land totaling 181.67 acres in unincorporated Madera County. The property is located at Avenue 21, south of Road 4. The parcel is situated 14 miles west of CA-99. Per the selling agent the property sold in January of 2016 for $[redacted] or $[redacted] per land gross acre. The parcel was on the market for 264 days. Per the agent there was one offer that fell out of escrow and allowed the buyers to purchase the parcel with an all-cash offer. The agent believed the sale was at market rate for an irrigated field crop. The seller was Manuel T. and Jacinta B. Rocha and the buyer was Duane and Andrea Blech Trust. The parcel has no structural improvements and consists of flood irrigated row crops. The buyer intends to remove the crops and plant Almonds. The 2015 row crops were retained with the seller. Water is provided through ag wells w/ 125 HP pump. The property consists of 45.7% irrigated soil class III, 39.70% irrigated soil class IV, and14.4% irrigated soil class II. The property is in flood zone A according to FEMA map 06039C0825E, dated 9/26/2008. It is zoned ARE-40 and is generally planned AE, Agriculture Exclusive.

This property is similar to the subject in terms of location and zoning. The soils are also generally similar. The comparable sold during slightly superior market conditions. However, this is somewhat offset given the comparable only offered flood irrigation which is inferior to the subject's drip irrigation. Overall, a land value slightly below $[redacted] per acre for the subject.

FAIR MARKET VALUE CONCLUSION (LAND ONLY)

Based on the previous discussion of the comparables the bracketed range for the subject ranges from $[redacted] to $[redacted] per acre as shown in the following ranking table.

Comp No.	Subject Value Less Than / Greater Than	Sale Price Per Acre	Sale Date	Size (Acres)
S-3	<	[redacted]	05/17	304.63
S-2	<	[redacted]	07/17	64.73
S-4	<	[redacted]	01/16	181.60
	Subject Per Acre Value Range Between $[redacted] and $[redacted]			
S-1	>	[redacted]	05/18	238.00

The subject is bracketed by S-1 and S-4. The mid-point of the bracketed range is $[redacted] per acre. Both of the sales did not offer drip irrigation. However, Sale 4 is most similar in terms of overall location between the two sales and thus was given more weight. Considering the previous discussion and the adjusted sales range, we conclude a value of **$[redacted] per acre.** As previously noted, Avenue 17 encumbers approximately

124,320 square feet or 2.85± acres of the larger parcel. We estimated that the owner retains approximately 25% of rights within the roadway easement area as of the date of value. Therefore, we have considered this encumbered area within our valuation of the larger parcel.

VALUE OF THE LARGER PARCEL (LAND ONLY)

Unencumbered		
594.76 AC X $[redacted]/AC	=	$ [redacted]
Encumbered		
2.85 AC X $[redacted]/AC X 25%	=	$ [redacted]
Total Larger Parcel (Land Only)	=	$ [redacted]

VALUE OF THE PROPOSED ACQUISITION

The value of the proposed acquisition is the contributory value of land and improvements within the portion to be acquired to the larger parcel. This includes land (fee, all easements, except TCE's) and improvements located in the area of the acquisition. The project proposes to acquire 0.215 acres in fee. This area includes land located within the Avenue 17 easement area. The owner has only minimal remaining rights in this area and the limited probability of future reversion the property owner's remaining rights in this area it is valued at 25% of fee.

LAND

Fee:

Encumbered (Avenue 17)	
0.215± AC x $[redacted] x 25%	$ [redacted]

SITE IMPROVEMENTS

There are no site improvements within the acquisition area.

TOTAL VALUE OF THE PROPOSED ACQUISITION

The total value of the proposed acquisition, which includes the land and the site improvements within the acquisition area, is presented below:

Value of the Proposed Acquisition (Fee):

Land	$ [redacted]
Site Improvements	$ 0
Total	**$ [redacted]**

VALUE OF THE REMAINDER AS PART OF LARGER PARCEL (LAND ONLY)

The value of the remainder as part of the larger parcel is its contributory value to the larger parcel. Deducting the part acquired (land) from the value of the larger parcel, land only, yields:

Land ($[redacted] - $[redacted]		$ [redacted]

VALUE OF THE REMAINDER AFTER ACQUISITION, BEFORE BENEFITS

To estimate the total market value associated with the acquisition, the partial acquisition appraisal process requires valuation of the remainder parcel as a separate and distinct parcel considering all the market forces that indicate a diminution in value to the remainder parcel. The loss in the area required for the project does not reduce the value of the remainder.

The Value of the Remainder, After Acquisition, Before Benefits is:

Land Only		
Unencumbered		
594.76± AC x $[redacted]/AC	=	$ [redacted]
Encumbered (Avenue 17)		
2.635 x $[redacted]/ SF x 25%	=	$ [redacted]
Total		**$ [redacted]**

SEVERANCE DAMAGES

The value of the remainder as part of the larger parcel is compared to the value of the remainder as a separate parcel after acquisition, before considering benefits to estimate the loss in value to the remainder property is a measure of severance damages.

Value of the Remainder as part of the larger parcel		$ [redacted]
Less: Value of the Remainder After Acquisition, Before Benefits	-	$ [redacted]
Loss in Market Value		$ 0

Based on the analysis, no permanent impacts will affect the remainder areas. Any issues that occur during the course of construction are assumed to be minor and temporary in nature and therefore do not rise to the level of severances damages. Therefore, no severance damages are concluded.

VALUE OF THE REMAINDER AFTER ACQUISITION, CONSIDERING BENEFITS

The appraisal process requires the valuation of the remainder as a separate and distinct parcel considering all the market forces that indicate any increase in value to the remainder property. The value of the remainder after acquisition considering benefits is:

The Value of the Remainder, After Acquisition, Considering Benefits is:

Land Only		
Unencumbered		
594.76± AC x $[redacted]/AC	=	$ [redacted]
Encumbered (Avenue 17)		
2.635 x $[redacted]/ SF x 25%	=	$ [redacted]
Total		**$** [redacted]

BENEFITS

Under California eminent domain law, any potential benefits to the remainder resulting from the construction of the project in the manner proposed can only be used to offset damages to the remainder. The proposed project may provide enhancements to the general market area but provides no quantifiable benefits to the larger parcel in the after condition; no benefits inure to the remainder due to the roadway improvement.

GAIN IN MARKET VALUE (LAND ONLY)

Value of the Remainder After Acquisition, Considering Benefits		$ [redacted]
Less: Value of the Remainder After Acquisition, Before Benefits	-	$ [redacted]
Gain in Market Value		$ 0

VALUE OF THE TEMPORARY CONSTRUCTION EASEMENT (TCE)

The project design also requires a temporary construction easement from the larger parcel. Based upon information provided by the client, a three-year temporary construction easement is needed from the subject property. The county will be responsible for replacing site improvements taken or damaged by the project in like or better kind, therefore we will be valuing the rental of the land.

A temporary construction easement is considered the rental of the land. Valuation will be based on the estimated market rate of return to the land, applying that rate to the value of the required area per month for the period identified by the construction schedule. Historically, relatively low rates of return have been realized for long-term credit tenants, a typical ground lease scenario. From a buyer's perspective, the durability, length, and quality of the income stream are paramount factors. One would expect land rent factors, especially for relatively shorter lease terms on unimproved land similar to the TCE arrangements, to be negotiated at higher rates. Further, the rate also factors in the exclusive nature of

the TCE, and typically includes the ability to extend the term of the lease on a short-term basis. Therefore, we have concluded a [redacted]% annual rent factor has been used in this analysis. It should be noted that the entire TCE area is encumbered by the roadway easement for Avenue 17 and is estimated to have only 25% remaining rights. Thus we have considered this in the valuation of the TCE.

Fee Value:		
Encumbered: (Avenue 17)		
0.230 x $[redacted]/AC x 25%	=	$ [redacted]
Annual Rate of Return		[redacted]%
Annual Return		$ [redacted]
Monthly Return		$ [redacted]
Total Amount Needed for TCE 7 - Month Duration		$ [redacted]
Rounded		**$** [redacted]

FAIR MARKET VALUE CONCLUSION

Fee Acquisition	$ [redacted]
Temporary Construction Easement	$ [redacted]
Net Severance Damages	$ 0
Total	$ [redacted]
Rounded	**$** [redacted]

APPENDIX

APPRAISAL REPORT

Sacramento Suburban Water District
Right of Way Services for Dartmouth
Drive Well Site Project

Dano Family Trust Property
4344 Dartmouth Drive
Sacramento, California 95841
APN: 240-0240-008-000

Date of Value: December 18, 2019

Date of Report: January 17, 2020

BRI 18-042

BRI BENDER ROSENTHAL INCORPORATED

2825 Watt Avenue, Suite 200 Sacramento, California 95821 | www.benderrosenthal.com | 916.978.4900

BENDER
ROSENTHAL
INCORPORATED

January 17, 2020

[redacted]
Sacramento Suburban Water District
3701 Marconi Avenue, Suite 100
Sacramento, CA 95821

Re: Dartmouth Drive Well Site Project
Dano Family Trust Property
4344 Dartmouth Drive
Sacramento, California 95841
APN: 240-0240-008-0000

Dear [redacted]

We have completed the appraisal of the above-referenced subject property that is impacted by the proposed Dartmouth Drive Well Site Project. The subject property consists of 1.82± acres of land zoned for residential uses with minor structural improvements.

This is a narrative Appraisal Report as defined by USPAP. The following report sets forth the descriptive and factual data, the assumptions and conditions affecting the appraisal, and the findings and analyses that lead to and support our value opinion. The depth of discussion contained in this report is specific to the needs of the client and of the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report. Every effort has been made to conform to the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Practice (USPAP). In addition, we have intended to comply with the California Code of Civil Procedure and any applicable laws. The undersigned conducted the appraisal and prepared the report.

We are pleased to have this opportunity to provide you with professional appraisal services.

BENDER ROSENTHAL, INC.

David C. Houghton
Certified General Real Estate Appraiser
California Certificate No. AG039402

Ross M. Campbell
Certified General Real Estate Appraiser
California Certificate No. 3003418

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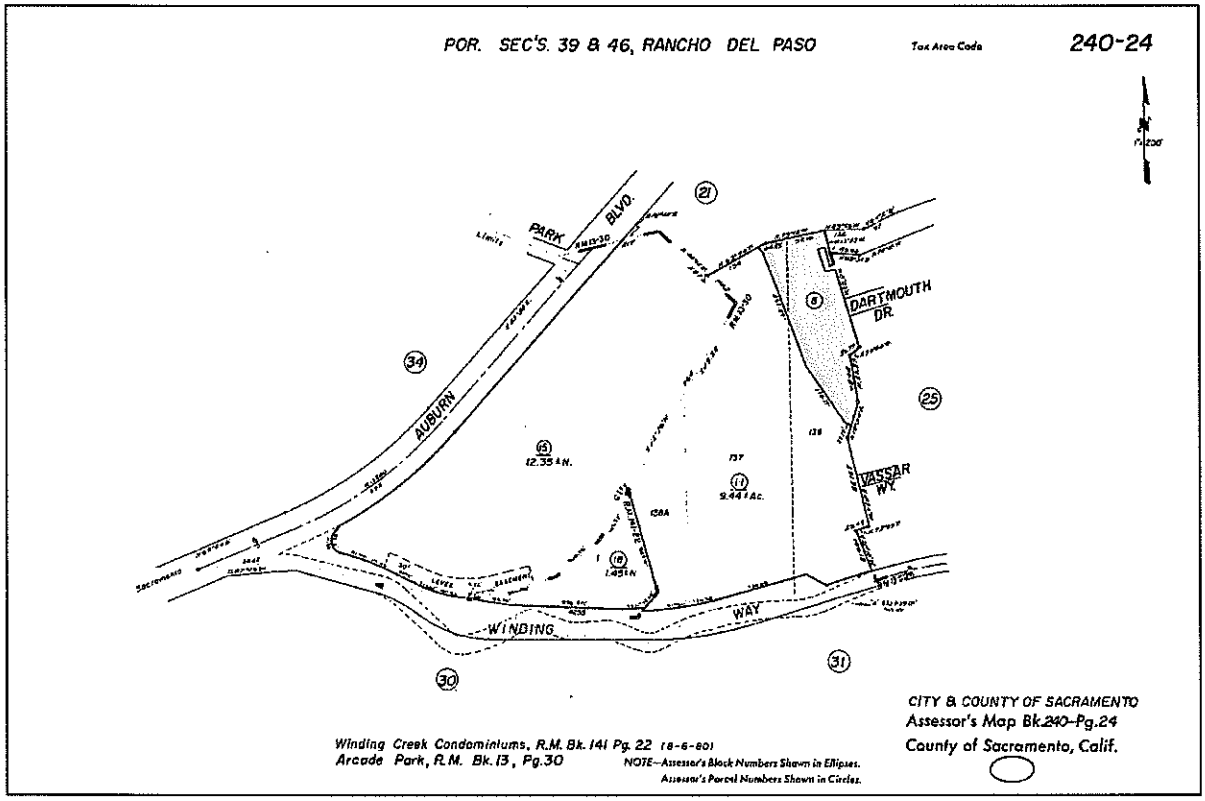
PROPERTY IDENTIFICATION AND SUMMARY OF SALIENT FACTS

Appraisal Assignment	The appraisal assignment is to develop an opinion of the fair market value of the property rights to be acquired for the proposed project as of the date of value.
Property Description	1.82± acres of residential land with minor structural improvements.
Property Location	4344 Dartmouth Drive Sacramento, California 95841
Legal Description	The subject is located in an unincorporated area of Sacramento County known as Evergreen Estates as per the most recent grant deed recorded August 15, 1988 (Book 880815, Page 0971), which is located in the appendix to this report. A preliminary title report was not provided for analysis. Please refer to Extraordinary Assumption #1.
Assessor's Parcel Number	240-0240-008-0000
Zoning	RD-5 (Residential), County of Sacramento
General Plan	Low Density Residential (1-12 dwellings/acre)
Flood Information	Over 85% of the site is within Flood Zone X, shaded, which is an area with reduced flood risk due to levee. However, the remaining area (less than 15%) along the north boundary is in the Arcade Creek Floodway. This information is according to FEMA Panel 06067C088H dated August 16, 2012.
Seismic Information	The property is not located within a seismically active area.

Ownership	Donald E. Dano and Dolores M. Dano, Trustees of the Donald E. Dano Family Revocable Trust, established June 20, 1979, per the Sacramento County grant deed recorded August 15, 1988 (Book 880815, Page 0971).
Sales History	There have been no transactions involving the subject over the previous five years. According to the owner, the subject is not currently listed for sale, nor has it been listed during the previous five years.
Improvements	Structural improvements located on the subject include a 750± square-foot barn and a 100± square-foot metal tool shed, both on concrete slab foundations. However, because the highest and best of the site is to develop to residential use, neither structure contributes value to the subject property.
Highest and Best Use (As Vacant)	Develop to low density residential use.
Date of Report	January 17, 2020
Date of Value	December 18, 2019
Value Conclusion	**$250,000**

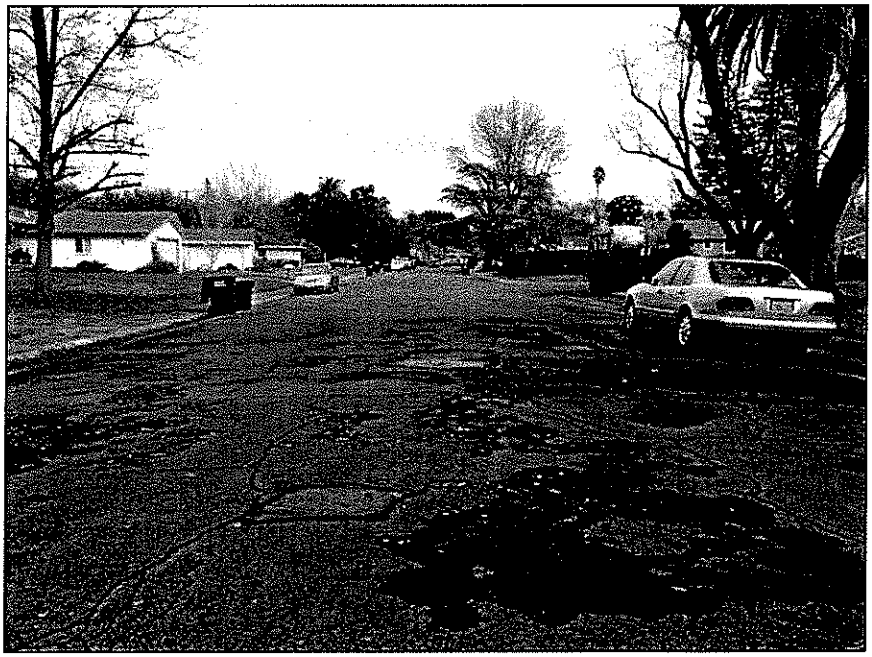
AERIAL PHOTOGRAPH

ASSESSOR'S TAX MAP



SUBJECT PROPERTY PHOTOGRAPHS

Western terminus of Dartmouth Drive with subject property in background.



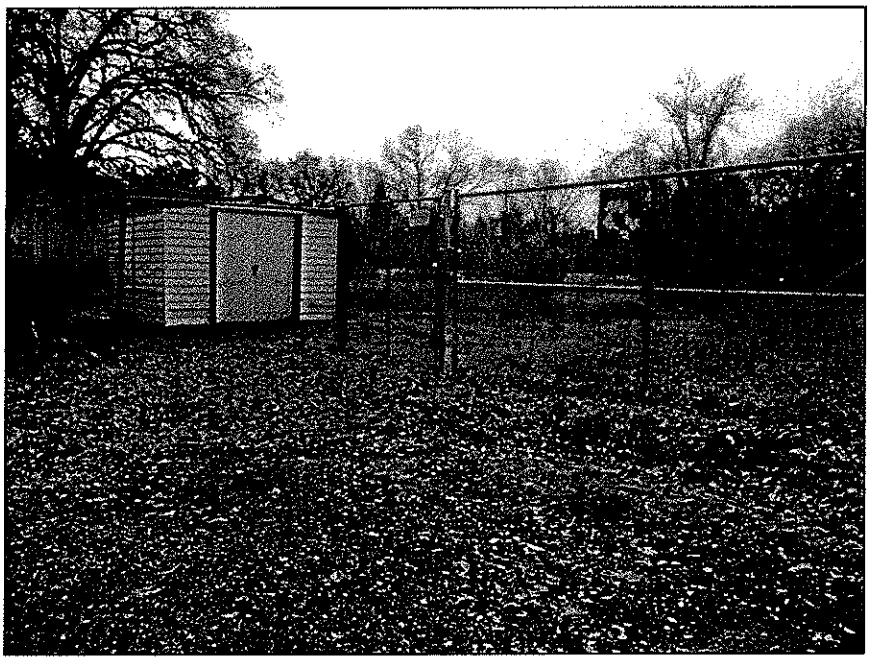
Dartmouth Drive looking east from subject property.

SUBJECT PROPERTY PHOTOGRAPHS

Subject property looking north from Dartmouth Drive terminus. Sacramento Suburban Water District facilities on separate parcel in right background.

Subject property looking west from Dartmouth Drive terminus.

SUBJECT PROPERTY PHOTOGRAPHS



Subject property with tool shed looking south from Dartmouth Drive terminus.

INTRODUCTION

CLIENT, INTENDED USE, INTENDED USER OF THE APPRAISAL

The client and intended user of this report is Sacramento Suburban Water District. The intended use of the report is to assist Sacramento Suburban Water District in its determination of the amount of compensation for the proposed acquisition.

SCOPE OF WORK

The appraisal assignment is to develop an opinion of the current fair market value of the real property to be acquired by Sacramento Suburban Water District. The date of value is based on the inspection date, unless noted otherwise in the appraisal. The date of the report is the date the appraisal is transmitted to the client.

VALUATION / RESEARCH OVERVIEW

The following is an overview of the valuation process and research involved for the subject property and comparable sales. The valuation of the property involved an investigation and analysis of the neighborhood, as well as the entire regional area, for social, economic, governmental, and environmental forces and trends that affect or could influence property values.

- The property was inspected on December 18, 2019 by Ross M. Campbell from Bender Rosenthal, Inc. The property owner, Darleen Dano, was present for the inspection.
- Research the area, community, and neighborhood to determine market influences/conditions.
- Research of public records to verify information about the subject property and comparables to ensure they are factually accurate and that there are no terms or additional influences that affect price or value.
- Research zoning and general plans obtained from the Sacramento County Planning Department, and other department websites, and research of the residential market.
- Review of applicable flood and seismic hazard areas from appropriate source data.
- Review public records obtained from the various county governmental agencies including the Planning Department, Assessor's Office, and Tax Collector's Office.
- A search of specific property transfers occurring during the past five years was conducted for the subject property.
- Determine highest and best use of the property.
- Research comparable property sales, listings, and offers to purchase or sales involving properties similar to the subject property and within the subject's or competing market areas.
- Interview comparable property owners and/or brokers.

- Analysis of this data and calculations.
- Determination of the fair market value based on a reconciliation of data presented within the Sales Comparison Approach.

DEFINITIONS USED IN THE REPORT

Definition of an Appraisal

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition P. 10

The act or process of developing an opinion of value, an opinion of value.

Fair Market Value

Source: Section 1263.320 of the Code of Civil Procedure

A) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

B) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The Code goes on to say that:

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

A) The project for which the property is taken.

B) The eminent domain proceeding in which the property is taken.

C) Any preliminary actions of the plaintiff relating to the taking of the property.

Extraordinary Assumption

Source: Uniform Standards of Professional Appraisal Practice 2018-2019 Edition, P. 4

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Fee Simple Estate

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition, P. 90

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and the value estimates it contains are expressly subject to the following assumptions and/or limiting conditions.

1. Title to the property is marketable.
2. No survey of the property has been made by the appraisers and property lines as they appear on the ground are assumed to be correct.
3. Data, maps, and descriptive data furnished by the client or his/her representatives are accurate and correct.
4. No responsibility is assumed for matters of law or legal interpretation.
5. No conditions exist that would affect the use and value of the property, which are not discoverable through normal, diligent investigation.
6. The valuation is based on information from sources believed reliable, and that such information is correct and accurately reported.
7. The value estimate is made subject to the purpose, date, and definition of value.
8. The report is to be considered in its entirety and use of only a portion will invalidate the appraisal.
9. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of highest and best use.
10. Possession of this report or a copy does not carry with it the right of publication nor may it be used for any purpose by anyone other than the client without the previous written consent of Bender Rosenthal, Inc., and then only with proper qualifications.
11. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. No part of this narrative report may be reproduced by any means nor disseminated to the public in any way without the prior written consent of Bender Rosenthal, Inc.
12. Any person or entity who obtains or reads this report, or a copy, other than the client specified in this report, expressly assumes all risk of damages to themselves or third persons arising out of reliance on this report and waives the right to bring any action based on the appraisal, and neither the appraisers nor the appraisal firm shall have any liability to any such person or entity.
13. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described in this report unless prior arrangements have been made.

14. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.

15. The property appraised may or may not be subject to the Americans with Disabilities Act of 1990 (ADA). Title III of this act provides for penalties for discrimination in failing ". . . to remove architectural barriers . . . in existing facilities [unless] an entity can demonstrate that the removal . . . is not readily achievable. . ." Unless otherwise noted in this appraisal, it is assumed that the property appraised is not substantially impacted by this law.

16. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of such substances as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

17. It is assumed that the property appraised is competently managed and marketed.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Note to Reader: The subject property is subject to the following extraordinary assumptions and/or hypothetical conditions, which might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

1. A preliminary title report was not provided for review. However, a levee was observed encumbering approximately 15% of the northern section bordering the Arcade Creek FEMA designated floodway. We assume building restrictions exist within the said section.

2. We assume there are no other encumbrances or exceptions to title that negatively impact the value, utility, marketability, or highest and best use of the property.

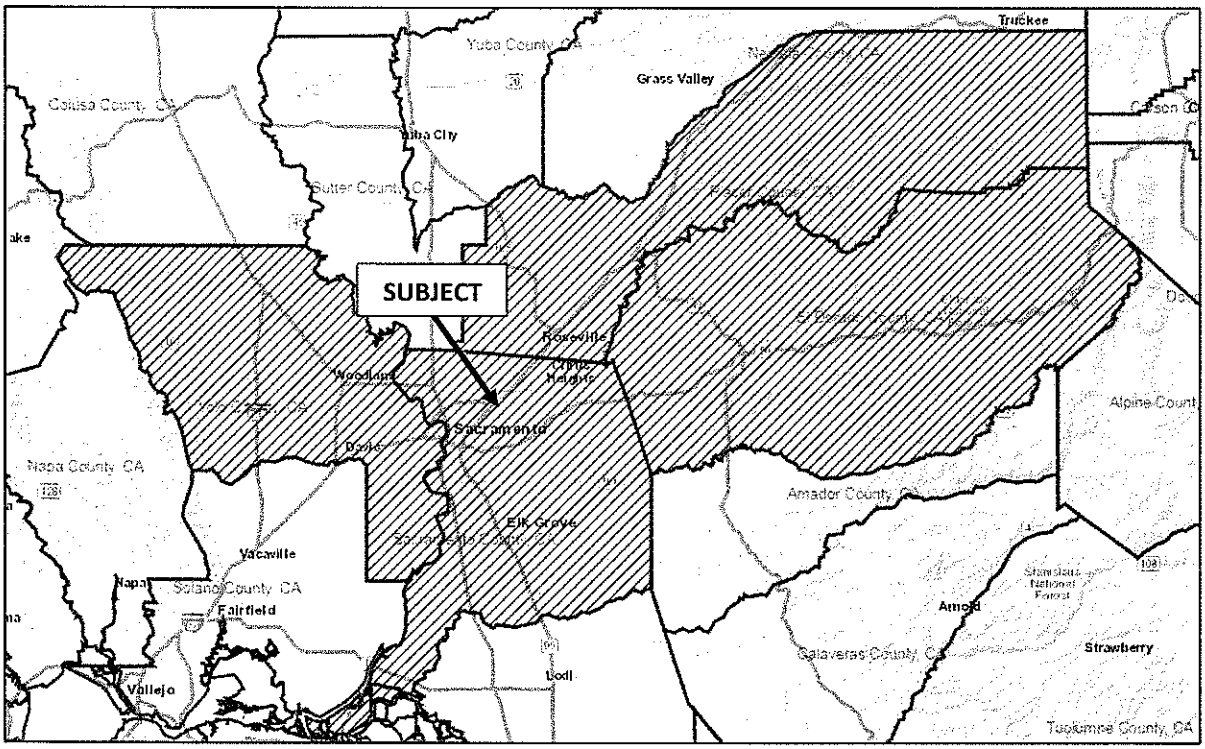
HYPOTHETICAL CONDITION

1. The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: 1) the project for which the property is taken: 2) the eminent domain proceeding in which the property is taken; and 3) any preliminary actions of the plaintiff relating to the taking of the property. [California Code of Civil Procedure, Section 1263.330] Therefore, the fair market value of the larger parcel assumes the property is appraised as if there is no project.

REGIONAL OVERVIEW

The subject property is located in unincorporated Sacramento County, approximately 8 miles northeast of Sacramento's Central Business District (CBD). The Sacramento Metropolitan Statistical Area (MSA) consists of El Dorado, Placer, Sacramento, and Yolo counties. The region's area of influence extends from the Sonoma (Coastal) Range to the west, across the Sacramento Valley, and up through the foothills of the Sierra Nevada to the east. The area is strategically located adjacent to productive agricultural areas to the north and south, recreational mountain areas to the east, and not far from the metropolitan San Francisco Bay area 85 miles to the southwest. Also, it is centrally located with respect to the Mexican and Canadian borders. The largest city in the region, Sacramento, is the state capital and the cultural, communications, financial, employment, and transportation hub of the Sacramento Valley and adjacent mountain county regions. A regional map is presented below.

REGIONAL MAP



POPULATION

As shown in the following table, the population in the Sacramento MSA as of January 1, 2019 was 2,357,294, a growth of 1.2% since January 1, 2018. This is more than double the growth the State experienced for the same period. Since 2010, the region's growth has outpaced that of the State by 9.4% to 6.9%, respectively.

State / County / MSA	2010	2015	2016	2017	2018	2019	2018-2019 % Change
California	37,334,578	39,076,128	39,328,337	39,610,556	39,740,508	39,927,315	0.5%
El Dorado	181,014	183,358	184,335	186,556	189,592	191,848	1.2%
Placer	350,059	371,548	376,589	382,977	389,480	396,691	1.9%
Sacramento	1,421,459	1,490,025	1,505,194	1,520,685	1,530,242	1,546,174	1.0%
Yolo	202,391	213,016	216,834	219,758	221,175	222,581	0.6%
Sacramento MSA	2,154,923	2,257,947	2,282,952	2,309,976	2,330,489	2,357,294	1.2%

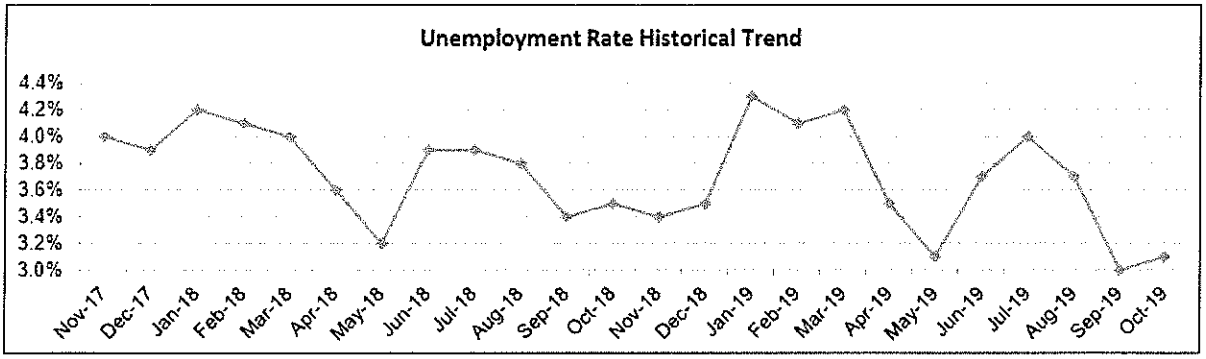
Source: California Department of Finance, January 2019

Housing expenses and cost of living in the nearby San Francisco Bay Area are forcing many residents of that region to relocate outside the Bay Area. According to SFGate, the Sacramento MSA remains the migrants most favored destination due to the relatively low housing expenses.

UNEMPLOYMENT

The preliminary unemployment rate in the Sacramento MSA was 3.1% in November 2019, up from a revised 3.0% in September 2019, and below the year-ago estimate of 3.5%. This compares with an unadjusted unemployment rate of 3.7% for California and 3.3% for the nation during the same period. The unemployment rate was 3.0% in El Dorado County, 2.8% in Placer County, 3.2% in Sacramento County, and 3.2% in Yolo County.

The chart below shows the recent unemployment rates within the Sacramento MSA.



Source: California Employment Development Department Graphics, November 2019

EMPLOYMENT

As of November 2019, the California Employment Development Department reported the overall employment for the Sacramento MSA in all industries stood at 1,033,600, up 3.500 jobs from September 2019. Overall employment also increased by 15,100 jobs since October 2018, or 1.5%. With Sacramento serving as the California state capitol, it is not surprising that the government sector leads all industries with 237,500 jobs. Other major industry employment includes education and health services (168,300), trade, transportation, and utilities (162,500), professional and business services (139,200), and leisure and hospitality (106,100).

HOUSEHOLD INCOME

Current estimates show over 47% of the region's households generated income greater than $75,000 per year. From 2019 through 2024, median income levels are estimated to increase by almost 17%. The following table is presented summarizing the 2019 estimated and 2024 projected household income levels for the Sacramento MSA, as collated by Site To Do Business (STDB):

Sacramento MSA Household Income Distribution

Income Cohort	2019		2024	
	Number	Percentage	Number	Percentage
<$15,000	78,482	9.2%	66,772	7.5%
$15,000 - $24,999	68,245	8.0%	56,978	6.4%
$25,000 - $34,999	60,567	7.1%	53,417	6.0%
$35,000 - $49,999	95,543	11.2%	87,248	9.8%
$50,000 - $74,999	146,726	17.2%	144,227	16.2%
$75,000 - $99,999	110,898	13.0%	118,408	13.3%
$100,000 - $149,999	150,139	17.6%	176,277	19.8%
$150,000 - $199,999	70,804	8.3%	94,371	10.6%
$200,000+	72,510	8.5%	94,371	10.6%
Total	853,060	100%	890,289	100%
Avg. Household Income	**$95,322**		**$110,947**	
Est. Median Household Income	**$69,782**		**$81,441**	

Source: STDB Data

As can be seen from the table presented previously, the estimated 2019 average household income is $95,322 and the median income is estimated at $69,782. These are respectively projected to grow to $110,947 (16.4%) and $81,441 (16.7%) by 2024.

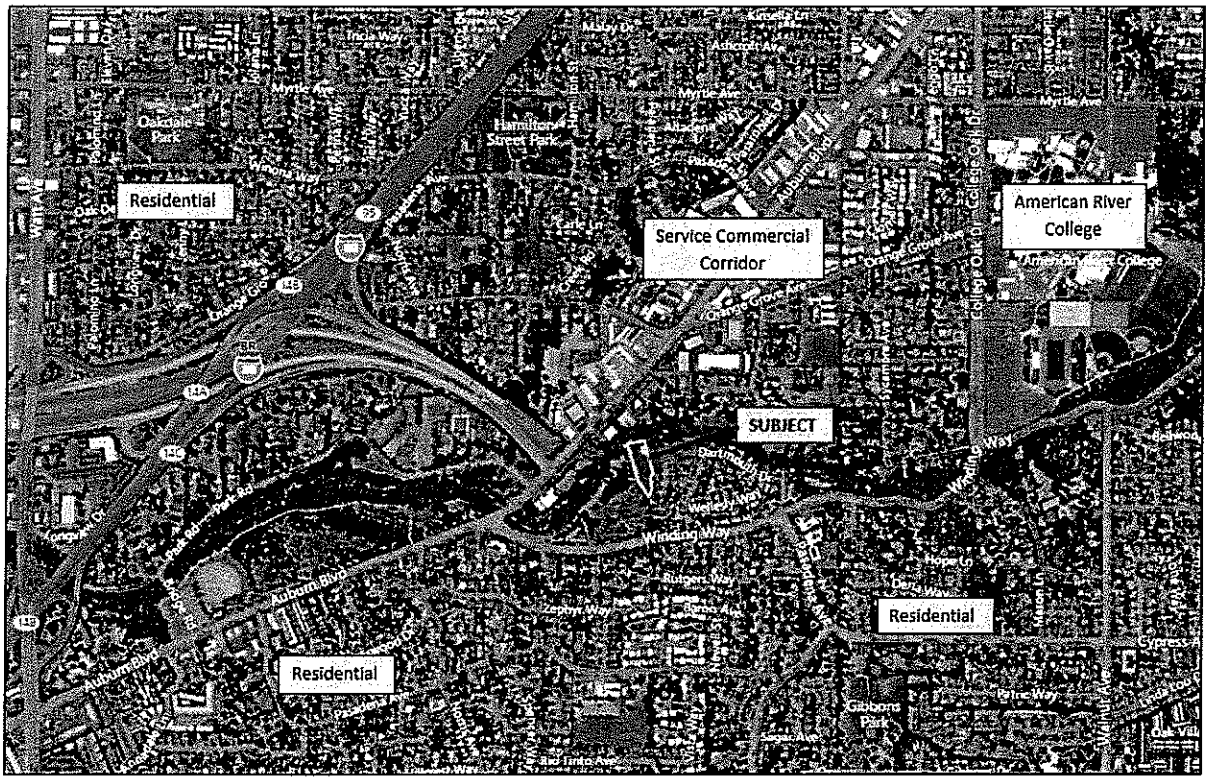
CONCLUSION

The Sacramento Metropolitan Area is strategically located with respect to transportation corridors within California's Central Valley. The region has recovered from the recession with gradual but steady job growth beginning in 2013 and continuing through the present, while the unemployment rate has stabilized near historical lows. The most recent data from across the region shows strong growth in regard to median household income. Further, a rebound in the housing markets has helped the local economy as well, with construction adding more jobs. However, regional median home prices have been and are expected to continue to outpace growth for the region's median income as the exodus from the San Francisco Bay Area is expected to continue. Although there are some signs of economic growth slowing down, the overall outlook for the region is positive over the near term.

NEIGHBORHOOD DESCRIPTION

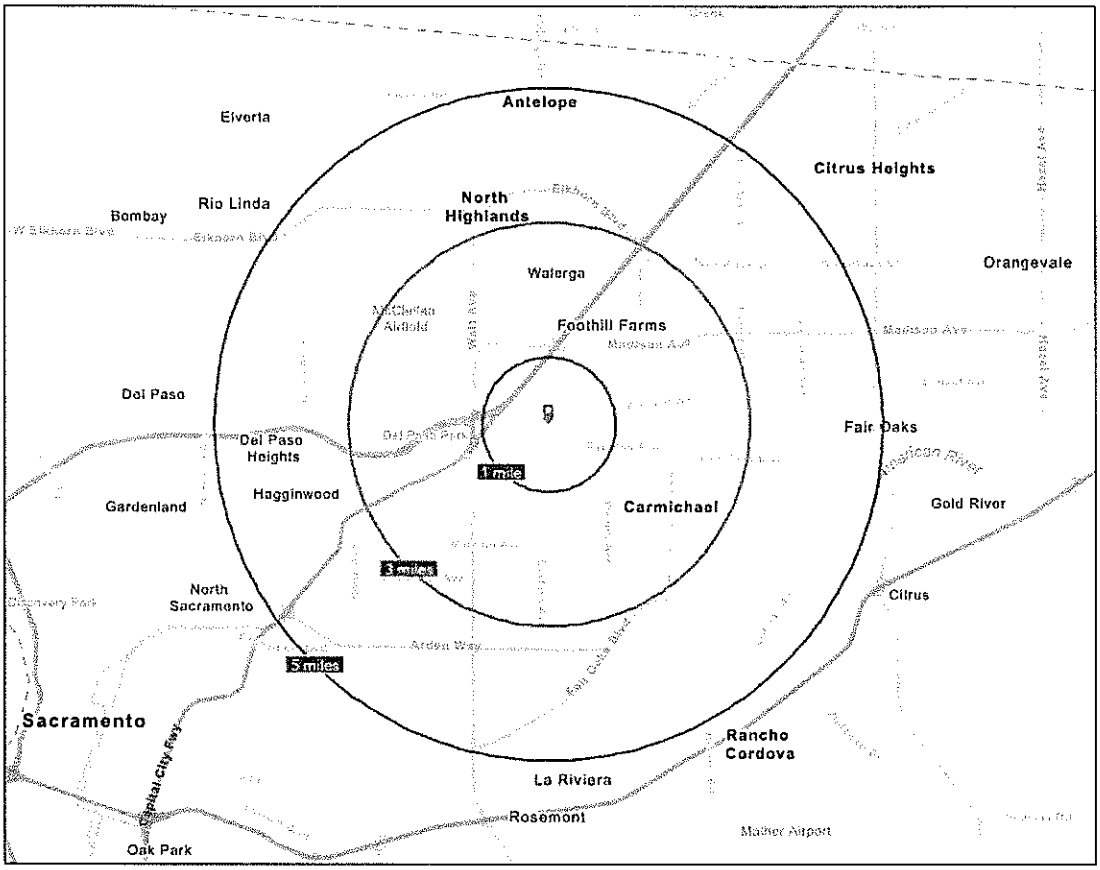
The subject property is residential land located in the north-central section of Sacramento County. The subject property is located in a residential neighborhood at the end of a paved residential street. Dartmouth connects via Pasadena Avenue to Winding Way which in turn connects to Auburn Boulevard. Auburn Boulevard in itself is a major thoroughfare throughout northern Sacramento County, but the subject has the added benefit of being close to a major onramp to Interstate-80. American River College is located in the neighborhood at the intersection of College Oak Drive and Winding Way. The subject property and its surrounding neighborhood are shown in the below map.

NEIGHBORHOOD MAP



DEMOGRAPHICS

In order to further describe the subject's immediate neighborhood, statistical information was obtained from the online Site To Do Business (STDB). A demographic survey was performed within 1, 3 and 5-mile radii rings around the property appraised. The following is a presentation of the map and defined areas and a brief discussion of the relevant neighborhood statistics. The most recent statistical information provided by STDB is as of 2019. The results are all based upon the 3-mile radius figures.



Source: STDB

As of 2019, STDB estimates average household incomes within one mile of the property site is $91,487. The population decreases to $73,821 within three miles of the subject. Within the one-mile radii, the population is 12,018. The population significantly increases to 367,769 within five miles of the property site. Current household incomes are also higher within the subject's immediate neighborhood.

DEMOGRAPHICS

Radius	1-Mile	3-Mile	5-Mile	Radius	1-Mile	3-Mile	5-Mile
Population				**Income**			
2024 Total Population	12,322	142,842	380,247	2019 Per Capita Income	36,339	29,453	29,511
2019 Total Population	12,018	138,290	367,769	2019 Median Household Income	64,228	52,601	54,881
2010 Total Population	11,563	130,450	345,765	2019 Average Household Income	91,487	73,821	78,005
Households				**Household Income (2019)**			
2024 Total Households	4,941	56,672	142,626	<$15,000	8.4%	12.9%	11.8%
2019 Total Households	4,840	55,198	138,813	$15,000 - $24,999	7.7%	9.4%	9.1%
2019-2024 % Households Change	7.60%	5.60%	5.20%	$25,000 - $34,999	10.1%	10.6%	10.1%
				$35,000 - $49,999	12.1%	14.3%	14.1%
				$50,000 - $74,999	17.8%	18.6%	18.3%
Housing Tenure				$75,000 - $99,999	12.1%	11.7%	12.7%
% of Renters (2019)	38.9%	48.5%	45.1%	$100,000 - $149,999	17.4%	13.1%	13.3%
% of Homeowners (2019)	54.5%	44.2%	48.1%	$150,000 - $199,999	6.4%	4.7%	5%
				$200,000+	8%	4.8%	5.5%

Source: STDB

Within the one-mile radius, the percent of homeowners is at 54.5% which is 23.3% higher than that of the three-mile radius.

RESIDENTIAL MARKET ANALYSIS

We again looked to Site to Do Business to analyze the residential market in the subject's area.

2019 Estimate of Owner-Occupied Housing Values

Value	1-Mile Radius		3-Mile Radius		5-Mile Radius	
	Number	Percentage	Number	Percentage	Number	Percentage
<$50,000	102	3.6%	1,342	5.1%	3,366	4.7%
$50,000 - $99,999	17	0.6%	974	3.7%	3,008	4.2%
$100,000 - $149,999	57	2.0%	1,079	4.1%	3,509	4.9%
$150,000 - $199,999	59	2.1%	1,474	5.6%	4,368	6.1%
$200,000 - $249,999	203	7.2%	2,659	10.1%	9,238	12.9%
$250,000 - $299,999	249	8.8%	2,606	9.9%	8,521	11.9%
$300,000 - $399,999	777	27.5%	6,502	24.7%	14,751	20.6%
$400,000 - $499,999	559	19.8%	3,553	13.5%	6,731	9.4%
$500,000 - $749,999	565	20.0%	4,475	17.0%	11,243	15.7%
$750,000 - $999,999	172	6.1%	790	3.0%	3,509	4.9%
$1,000,000 - $1,499,999	28	1.0%	474	1.8%	2,077	2.9%
$1,500,000 - $1,999,999	0	0.0%	158	0.6%	430	0.6%
$2,000,000 +	37	1.3%	237	0.9%	931	1.3%
Total	**2,825**	**100%**	**26,322**	**100%**	**71,609**	**100%**

The above chart reflects that on average, the housing values are highest within the subject's one-mile radius. 48.2% of the owner-occupied houses within the one-mile radius are estimated to be valued above $400,000. This number decreases to 36.8% within the three-mile radius and to 34% within the five-mile radius of the subject site.

According to data pulled from MetroList, the local real estate multiple listing service (MLS), the fourth 2019 median home price within a one-mile radius was $410,500, with a gross living area of 1,638 square-feet.

CONCLUSION

The neighborhood transportation needs are well served by Auburn Boulevard and access to the Interstate 80 and Capital City freeways. The neighborhood benefits from the presence of American River College, a local community college. Based on the demographics provided by STDB and MLS, the neighborhood has higher income brackets and higher median housing values than adjacent neighborhoods, in particular those neighborhoods to the north and west.

PROPERTY DESCRIPTION

GENERAL

The parcel consists of 1.82± acres of land zoned for residential use and is located at 4344 Dartmouth Drive, in unincorporated northeastern Sacramento County. The property is bordered by year-round Arcade Creek and is proximate to the Interstate- 80/Auburn Boulevard interchange. Access to arterial routes such as Auburn Boulevard and Winding Way is considered above average, and access to retail shopping amenities is considered average.

EXISTING SITE ATTRIBUTES

Assessor's Parcel Number	240-0240-008
Zoning	RD-5 (Residential), County of Sacramento According to the County of Sacramento this zone is the most widely used single-family residential zoning district where public water supply and public sewage facilities are both in use. Minimum interior lot sizes are 5,200 square feet and corner lots 6,200 square feet. Duplexes are permitted with a minimum lot size of 8,500 square feet on corner lots and subject to the issuance of a use permit. Incidental agricultural uses are permitted on lots of 20,000 square feet or larger. Certain type of business and professional office uses when in scale and oriented to neighborhood and convenience centers are subject to issuance of a use permit.
General Plan Designation	Low Density Residential (1-12 dwellings/acre) According to the County of Sacramento, The Low-Density Residential land use designation includes single family homes, mobile homes, and 2-4 unit attached dwellings, ranging in density from one to twelve dwelling units per acre.
Frontage / Access	The site is located at the western terminus of Dartmouth Drive. As such, there is only 50± linear feet of frontage along Dartmouth Drive. Access is available only from Dartmouth Drive.

Shape	Irregular.
Topography	Generally, level with a slight slope in the northern portion leading to Arcade Creek.
Utilities	Municipal utilities are located in Dartmouth Drive. Electric power is supplied by Sacramento Municipal Utility District, natural gas by Pacific Gas and Electric Company, municipal water by Sacramento Suburban Water District, and sewer by Sacramento Sanitation District.
Easements	A preliminary title report was not provided for this appraisal. However, a levee was observed encumbering the northern section bordering Arcade Creek. Please refer to Extraordinary Assumptions #1 and #2.
Flood Information	Over 85% of the site is within Flood Zone X, shaded, which is an area with reduced flood risk due to levee. However, the remaining area (less than 15%) along the north boundary is in the Arcade Creek Floodway. This information is according to FEMA Panel 06067C088H dated August 16, 2012.
Improvements	Structural improvements located on the subject include a barn and a metal tool shed, both on concrete slab foundations. As per the owner, the barn was constructed in the late 1970s and has not been updated. However, because the highest and best use of the site is to develop to residential use, neither structure contributes value to the subject property.
Seismic Information	This property is not located within a seismically active region.
Toxic Hazards	A Phase1 Environmental Site Assessment Report was not available. We assume the property to be free and clear of contamination.

Cultural, Recreational, and Historical Significance None known to exist.

Property Tax Data

Property taxes are current for the subject property. Sacramento County Assessor's records show the following assessed values (2019-2020 tax year) and direct assessments.

APN: 240-0240-008 Tax Code Area: 54-007	
Land Value	$17,553.00
Structural Improvements	$17,553.00
Exceptions	$0.00
Total Assessed Value	$35,106.00
Base Tax Rate	1.202500%
Base Taxes	$422.15
Special Assessments	
CSA 1 Lights Sac Unincorp Zone 1	$2.56
Water & Drainage Studies - SCWA 13	$12.60
Sacramento Area Flood Control	$26.94
Total Tax Amount	$464.25
Late Fees	$0.00
Effective Tax Rate	1.322423%
Total Paid	$464.25

The tax rate and special assessments are considered normal in the market and no adjustment for taxes is necessary.

OVERALL COMMENTS

The 1.84± acre subject property is in the unincorporated north central part of Sacramento County. The property topography is un-graded, generally level and at street grade. However, there is a levee bordering Arcade Creek across the northern ±15% of the property. We assume the area has building restrictions (see Extraordinary Assumption #1). The levee protects the neighborhood, including the remaining ±85% of the property, from the Arcade Creek FEMA designated floodway zone. Furthermore, the year-round creek provides a positive water influence. The site has some vegetation, with an irregular, oblong shape. All municipal utilities are within 100-feet at Dartmouth Drive. The zoning and general plan for the property is residential. The property has above average access to freeways, arterial routes, and American River College, while access to shopping amenities is considered average.

PROPOSED ACQUISITION

PROJECT DESCRIPTION

The proposed project is the installation of a well site for the Sacramento Suburban Water District (the Agency) in the vicinity of Dartmouth Drive.

DESCRIPTION OF THE PROPOSED ACQUISITION

The Agency seeks to acquire the entire 1.82-acre larger parcel located at 4344 Dartmouth Drive in Sacramento for use as a potential well-site. Structural improvements located on the un-graded property include a barn and a metal tool shed, both on concrete slab foundations. However, because the highest best use of the site is to develop to residential use, neither structure contributes value to the subject property.

HIGHEST AND BEST USE ANALYSIS

Highest and best use may be defined as the reasonably probable use of property that results in the highest value.

There are four criteria used in the highest and best use analysis process. These are:

1. **Legally Permissible Use**

   What uses are permitted legally under existing zoning, building codes, historic district controls, environmental regulations, deed (private) restrictions, and long-term lease provisions on the site in question?

2. **Physically Possible Use**

   What uses of the site are physically possible, given its size, shape, area, terrain, soils composition, accessibility, assembly potential, and risk potential from natural disasters?

3. **Financially Feasible Use**

   Which possible and permissible uses will produce a positive net return to the owner of the property?

4. **Maximally Productive Use**

   Among the feasible uses, which use will produce the highest residual land value consistent with the rate of return warranted by the market for that use?

HIGHEST AND BEST USE, AS VACANT

When appraising a property, whether improved or vacant, we first determine the highest and best use of the land only. Then, if the property is improved, we determine its highest and best use as improved.

LEGALLY PERMISSIBLE USES

Possible uses are constrained by legal restrictions on a property both private and public. The subject is zoned for RD-5, which allows for single family residences on minimum interior lot sizes of 5,200 square feet. The subject is designated for Low Density Residential use per the Sacramento County General Plan, which allows for predominantly single-family housing with some attached housing units. Therefore, the highest and use best of the subject property as legally permissible is to develop to approximately 13 single family residential units with a minimum lot size of 5,200 square feet.

PHYSICALLY POSSIBLE USES

The site is 1.82± acres with level topography. The majority of the site has a depth of approximately 165 feet which is sufficient for smaller single-family residential development envisioned by the RD-5 zoning code. Furthermore, surrounding uses primarily consist of single-family residential units, as opposed to duplexes or condominiums. However, due to the FEMA classified floodway along Arcade Creek impacting 15% of the buildable area, it is estimated one to two potential home sites could be lost, though without a site development plan it is uncertain how many lots would be lost to the levee area or the irregular shape. Therefore, the subject property is physically capable of being developed to 11 or 12 single family residences. Though the surrounding homes in the neighborhood are around double this minimum size.

FINANCIALLY FEASIBLE / MAXIMALLY PRODUCTIVE USES

A proposed property improvement or use must be able to deliver an income return that, in turn, generates a market value sufficient to pay for the developmental costs, the undertaking of the risks involved, and a profit appropriate for the development. The Sacramento housing market is currently very strong, with high demand for housing units and extremely low vacancy. Because of the rise in migration from more costly areas such as the San Francisco Bay Area, and due to displaced population from recent natural disasters in both northern and southern California, the market for housing in the central valley is currently holding steady with active buyers. The subject was determined to be physically cable of being developed to 11 or 12 single family residential lots of approximately 5,200 square-feet each. However, this would necessitate lot sizes far below that of the neighboring single-family subdivision which are typically around 10,000 square-feet. Additionally, the only current exposure and access point is from Dartmouth Drive, and developers of higher density projects would want exposure and access from a higher trafficked road such as Winding Way. Development to the maximum density legally and physically allowed would run the risk of the market rejecting such unusual lots. More likely a development plan would target similar sizes as the surrounding areas and try to mitigate the unusable portions of the property with site design. Therefore, considering the recent trend in the regional market, development to one to five single-family residences is considered financially feasible. Without any development plans in place, the timeline to development would be between one to two years, if not more due to the entitlement process.

HIGHEST AND BEST USE CONCLUSION

Considering all the preceding factors, it is concluded that the highest and best use of this site, as if vacant, is for development to one to five single-family residences with a development timeline of one to two years. The typical buyers would be developers.

VALUATION

VALUATION PREMISE

The three accepted approaches to value are the Sales Comparison Approach, the Income Approach (capitalization analysis) and the Cost Approach (reproduction or replacement cost analysis). We have utilized the Sales Comparison Approach to value as the best indication of fair market value to estimate the value of the residential development property. The Sales Comparison Approach compares the subject property to other residential development properties that have recently sold in the market area and is usually the preferred method of valuation when comparable sales data are available. All residential development properties were compared based on a per square-foot unit value, consistent with the market. The Income Approach and the Cost Approach were not used as these methods are not considered applicable to the appraisal problem; the valuation of the subject is not weakened by the exclusion of these approaches.

VALUATION OF THE LARGER PARCEL (LAND ONLY)

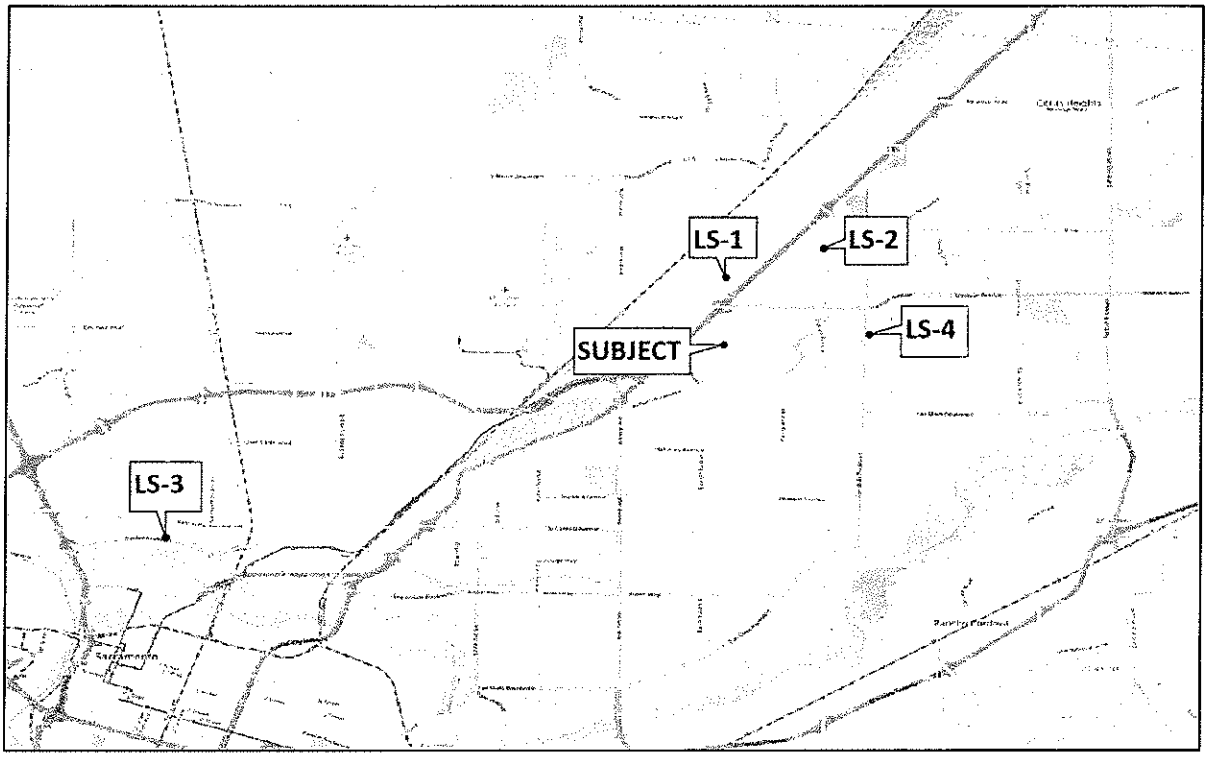
The initial stages of the appraisal process include the investigation, organization, and analysis of relevant market data and other information that relates to the value of the subject property. By searching public records and interviewing buyers, sellers, real estate agents, and others, we have found data pertaining to sales of properties reasonably comparable to the subject property.

We focused our search for recent sales of similar residential development land sites in the vicinity of the subject. The following sales were considered meaningful in providing an indication of value for the subject property. A map and summary of the comparable sales are presented as well.

COMPARABLE LAND SALES SUMMARY TABLE

Sale No. BRI No.	Location APN (s)	Grantor Grantee	Sale Date Doc. No.	Sale Price Price / SF	Zoning	Size, Acres SF	Median Home Prices in 1-Mile Radius
LS-1 4077	4552 Palm Avenue Sacramento, California APNs: 228-0082-015, -027, & -028	American Investors Group LLC Jeremy R. Jaeger	3/2019 [redacted]	[redacted] [redacted]	RD-10: 10 D/U per Acre	2.75± 119,790±	[redacted]
LS-2 4489	5856 Garfield Avenue Sacramento, California APN: 220-0680-024	American Investors Group LLC Jeremy R. Jaeger	1/2019 [redacted]	[redacted] [redacted]	RD-20: 20 D/U per Acre	0.92± 40,075±	[redacted]
LS-3 (a) 2722	440 Garden Highway Sacramento, California APN: 274-0101-005	The Estate of Gary Ross Mead Kapalua Real Estate Investment Inc	11/2017 [redacted]	[redacted]	R-1: 5,200 SF Minimum	1.51±	[redacted]
LS-3 (b 2721	954 Azusa Street Sacramento, California APN: 274-0101-004	The Estate of Gary Ross Mead Kapalua Real Estate Investment Inc	11/2017 [redacted]	[redacted]		65,693±	
LS-4 4774	4904 Manzanita Avenue Carmichael, California APN: 236-0254-009	Church of the Holy Trinity MP Brothers LLC	3/2017 [redacted]	[redacted] [redacted]	RD-10: 10 D/U per Acre	1.75± 76,230±	[redacted]
Subject	4344 Dartmouth Drive Sacramento, California APN:240-0240-008	*Appraisal*	---	---	RD-5: 5,200 SF Minimum	1.82± 72,279±	[redacted]

COMPARABLE LAND SALES MAP



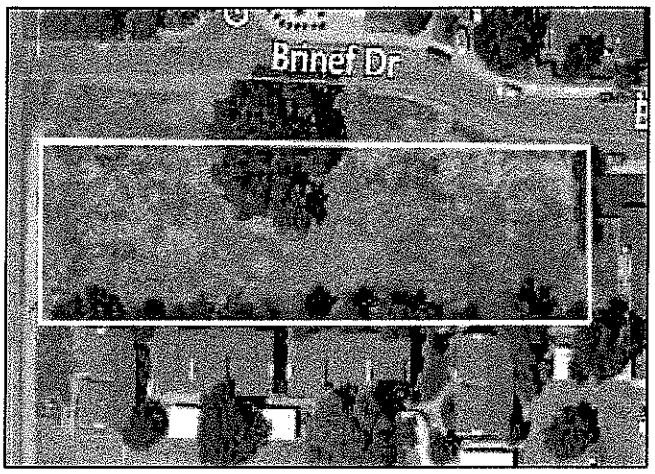
Comparable Land Sale 1

This is the sale of three parcels, totaling 2.75± acres (119,790± square-feet) of vacant residential land located at 4552 Palm Avenue in the Foothill Farms neighborhood, an unincorporated area of northeastern Sacramento County, California. The surrounding neighborhood is primarily mature single-family residential with neighborhood shopping available approximately one-mile north on Hillsdale Boulevard, anchored by La Superior Market. The fourth quarter 2019 median home sales price in a one-mile radius was $[redacted]. The property is considered to be an "infill" site within the North Highlands/Foothill Farms community and was entitled with a final subdivision map to create twenty (20) single family lots. The Tentative Map covering all 3 parcels, that transferred with the sale, was approved by the County on May 30, 2019. The buyer purchased the land with the intention to continue with engineering and develop as proposed. Municipal utilities are within 500 feet of the site. It is noted that due to a clerical error only 1 APN of the 3 transferred was listed on the grant deed. The grant deed was recorded with all three APNs on document [redacted]. The Sacramento County General Plan designates the property LDR, Low Density Residential, and the zoning is RD-10, Residential with 10 dwelling units per acre. The topography is level and at street grade, the shape is a rectangle. FEMA map 06067C0086H has the property is in Zone X, unshaded, an area of minimal flood hazard.

Escrow closed March 14, 2019 for $[redacted], or $[redacted] per square-foot, in an all-cash transaction. The seller was American Investors Group, LLC, and the buyer was Jeremy R. Jaeger. The agent for both parties said there were no atypical sale conditions.

Although located in an inferior neighborhood, this is more than offset by the slightly higher permitted density and transferred entitlements. Therefore, this sale indicates a subject unit value below $[redacted] per square-foot.

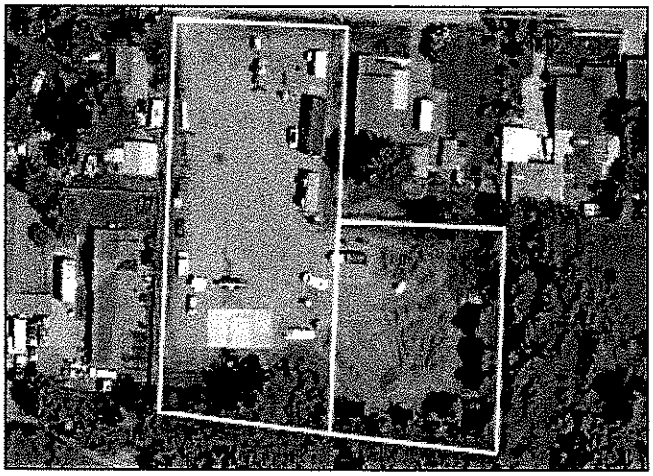
Comparable Land Sale 2



This is the sale of 0.92± acres (40,075± square-feet) of vacant residential land located at 5856 Garfield Avenue in the Foothill Farms neighborhood, an unincorporated area of northeastern Sacramento County, California. The surrounding neighborhood is primarily mature single-family residential with a service commercial corridor on Auburn Boulevard. The fourth quarter 2019 median home price in a one-mile radius was $[redacted] The site was entirely unimproved at the time of sale, with utilities available nearby. The seller had included engineering and subdivision maps within the sale price. The buyer later discovered that these had both expired and they had to apply to restart the process. However, at the time of sale they had believed that these were still useable. The buyer intended to build 20 townhouses on the site and is currently obtaining entitlements. The Sacramento County General Plan designates the property as MDR, Medium Density Residential, and the zoning is RD-20, Residential with 20 dwelling units per acre. The topography is level and at street grade, the shape is a rectangle. FEMA map 06067C0087H has the property is in Zone X, unshaded, an area of minimal flood hazard.

The property sold on January 8, 2019 for $[redacted], or $[redacted] per square-foot, in an all-cash transaction. The seller was American Investors Group LLC, and the buyer was Jeremy R. Jaeger. The agent for both parties said there were no atypical sale conditions.

Comparable Sale 2 is also located in an inferior neighborhood. However, this is again more than offset by the higher permitted density and entitlements at the time of sale. Therefore, this sale indicates a subject unit value below $[redacted] per square-foot.



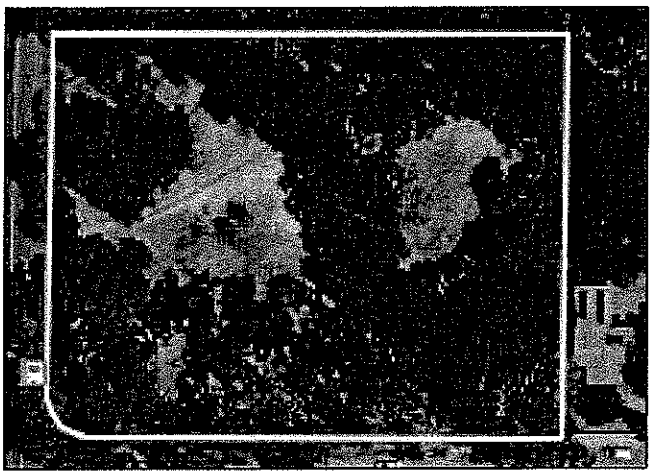
Comparable Land Sale 3 (a & b)

This sale is of two parcels totaling 1.51 acres of vacant residential land located at 954 Azusa Street and 440 Garden Highway, Sacramento, California respectively. The property has frontage on both Azusa Street and Garden Highway. However, because Garden Highway is also the levee separating North Sacramento from the American River, access is only available from Azusa Street. Access to the Interstate-5 / El Camino Avenue freeway interchange is 1.9± miles to the northwest via Azusa Street, Morrell Street, and El Camino Avenue. The nearest retail shopping, anchored by Bel-Air Market, is 1-mile northwest at the intersection of El Camino Avenue and Truxel Road. The surrounding neighborhood north of Garden Highway is primarily single and multi-family residences. The fourth quarter 2019 median home price in a one-mile radius was $[redacted] South of Garden Highway/levee is the American River Parkway. Electric power, water, and sewer are installed on site, as a small house of 600 - 700 square feet was on site: this structure added no value to the property. Demolition costs are expected to be typical but were not included in the sale negotiations. Clearing of heavy vegetation was required. Since the sale, the buyer has cleared the house and vegetation, and had a tentative map for 9 single-family residential lots approved by the city. The City of Sacramento General Plan designates the property as Suburban Neighborhood Low, and the zoning is R-1, Single-Unit Dwelling Zone with 5,200 square-foot minimum lot sizes. The topography is level away from the levee (Garden Highway) and is flag shaped. FEMA map 06067C0176J has the property in Zone A99, a special flood hazard area without a base flood elevation.

The property sold on November 9, 2017 for $[redacted], in an all-cash transaction. The seller was The Estate of Gary Ross Mead, and the buyer was Kapalua Real Estate Investment Inc and was purchased on two separate grant deeds. The agent for both parties said there were no atypical sale conditions; however, in his opinion the property sold a little under market value.

While this sale has similar permitted density as the subject, it is located in an inferior neighborhood, had an older 2017 sale date, and required removal of heavy vegetation. Furthermore, all entitlements were obtained after the sale. Therefore, this sale indicates a subject unit value above $[redacted] per square-foot.

Comparable Land Sale 4



This is the sale of 1.75± acre (76,230 square-feet) of vacant residential land located at 4904 Manzanita Avenue, Carmichael, an unincorporated city in Sacramento County, California. The neighborhood is a mix of single-family residential, duplexes, and multi-family residential. The fourth quarter 2019 median home price in a one-mile radius was $[redacted]. The property is nearly adjacent to the Crestview Shopping Center, anchored by Save Mart Supermarket. The property has a creek running along the back portion with sloping topography and more severe flood zones in this area The listing agent estimated approximately 80% of the property would be buildable due to these issues In addition, the property was heavily wooded at the time of sale requiring the area to be cleared prior to development. The agent commented that this was taken into account when the price was agreed upon, though the specific cost associated with clearing the property was not determined at the time. The incoming buyer intended to develop the property to homes. There were no entitlements associated with the property at time of sale. The Sacramento County General Plan designates the property LDR, Low Density Residential, and the zoning is RD-10, Residential with 10 dwelling units per acre. The topography is level and at street grade, the shape is a rectangle. The property is 80% in Zone X, unshaded, an area of minimal flood hazard, and 20% in the creek floodway.

Escrow closed March 13, 2017 for $[redacted], or $[redacted], in an all-cash transaction. The seller was The Church of the Holy Trinity, and the buyer was MP Brothers LLC. The listing agent said there were no atypical sale conditions.

Although Comparable Sale 4 has a slightly higher permitted density, the buyer had no immediate plans for development. Additionally, the property is located on an arterial route adjacent to commercial development and had an older 2017 sale date. Considering all aspects, this sale indicates a subject unit value above $[redacted] per square-foot.

The subject value per potential unit bracketed range is from $[redacted] per square-foot to $[redacted] per square-foot as shown in the following ranking table.

Sale Number	Subject Range	Sale Price / SF	Sale Date	Parcel Size (Acres)
LS-2	<	[redacted]	1/2019	0.92
LS-1	<	[redacted]	3/2019	2.75
The Subject Site Value Bracketed Range is from $[redacted]/SF to $[redacted]/SF				
LS-3	>	[redacted]	11/2017	1.51
LS-4	>	[redacted]	3/2017	1.75

Comparable Sale 2 was determined to have a higher unit value due to the higher permitted density and entitlements at the time of sale. In the case of Comparable Sale 4, it was the older 2017 sale date and commercial corridor location that gave it a lower unit value than the subject.

Therefore, the subject is bracketed by comparable sales 1 and 3. Comparable Sale 3 is inferior to the subject primarily due to the River Gardens neighborhood and older 2017 sale date. The subject unit value is closer to that of Comparable Sale 1, which was determined to be slightly superior to the subject primarily due entitlements in place. Therefore, placing the most weight on Comparable Sale 1, the subject site value is concluded to be $[redacted] per square-foot.

FAIR MARKET VALUE

Based on the previous concluded unit value of $[redacted] per square-foot, the fair market value of the subject property is as follows.

72,279± SF x $[redacted]	= $	[redacted]
Rounded	**$**	[redacted]

APPENDIX

APPRAISAL REPORT

Diamond Springs Parkway— Phase 1B Project

Steven P. Stymeist Trust Property
521 Truck Street
Placerville, California 95667
APN: 051-250-039

Date of Value: January 15, 2020

Date of Report: February 13, 2020

BRI 18-188

BRI BENDER ROSENTHAL INCORPORATED

2825 Watt Avenue, Suite 200 Sacramento, California 95821 | www.benderrosenthal.com | 916.978.4900

BENDER
ROSENTHAL
INCORPORATED

February 13, 2020

[redacted]
County of El Dorado
Community Development Services
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Re: Diamond Springs Parkway – Phase 1B Project
Steven P. Stymeist Trust
521 Truck Street
Placerville, California 95667
APN: 051-250-039

Dear [redacted],

As requested, we have appraised the above identified property that consists of 1.219± acres of industrial land that is currently improved with an RV and auto repair facilities. The subject is located at 521 Truck Street in Placerville, California. The purpose of the appraisal assignment is to provide an opinion of the fair market value of the property rights (fee simple, permanent and temporary easement) required by the project. The client and intended user of this appraisal report is El Dorado County Community Development Services, Department of Transportation. The intended use is to assist the County in its determination of the amount to be paid as compensation for the property rights required by the proposed project, Diamond Springs Parkway – Phase 1B Project.

The following appraisal report contains the scope of the assignment, required investigation, data and analyses upon which an opinion of fair market value is based. This is an appraisal report as defined by USPAP. The appraisal is subject to the hypothetical condition, extraordinary assumptions, general assumptions and limiting conditions and certification included in the report. We have prepared this report of our appraisal in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and applicable laws.

We are pleased to have this opportunity to provide you with professional appraisal services.

BENDER ROSENTHAL, INC.

Adam G. Bursch, MAI, MBA
Certified General Real Estate Appraiser
California Certificate No. AG037931

Angela K. Parrott
Certified General Real Estate Appraiser
California Certificate No. AG031817

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PROPERTY IDENTIFICATION AND SUMMARY OF SALIENT FACTS

Appraisal Assignment	To develop an opinion of the fair market value of the larger parcel and the property rights (fee simple, permanent and temporary easements) required for the proposed project.
Property Location	521 Truck Street Placerville, California 95667

PROPERTY DATA

Legal Description	The property described herein is situated in the State of California, County of El Dorado, unincorporated area. The property was identified by the legal description provided in the Preliminary Title Report, produced by Placer Title Company, dated November 4, 2019, and further identified by the El Dorado County Assessor's Parcel Map.
Assessor's Parcel Number	051-250-039
Owner of Record	Steven P. Stymeist, as Trustee of the Steven P. Stymeist 2005 Revocable Separate Property Trust
Large Parcel Area	1.219± acres or 53,120± square feet *Source: County of El Dorado Department of Transportation*
Site Description	The subject is comprised of a single parcel with industrial zoning. The site is irregular shaped and improved with an industrial building utilized for Recreational Vehicle automotive repair. The site is fully paved and fence and there are additional associated outbuildings.
Zoning	IL – Industrial Light (El Dorado County)
General Plan Designation	Industrial. The zoning use conforms to this designation.

Flood Information	The subject property lies in Zone X (unshaded); minimal risk areas outside the 1% and 0.2% annual-chance floodplains. FEMA Flood Map Community Panel No 06017C 0775E, effective date September 26, 2008.
Seismic Information	Not located in a special seismic study area.
Toxic Hazards Information	The State Water Resources Control Board GeoTracker site identifies two active hazardous material incident reports within 1,000 feet of the subject site and will be further detailed later in the report. The appraisers were not provided with a Phase I Environmental Site Assessment for the subject property. No evidence of contamination was noted on the site upon inspection of the property. However, the appraisers are not experts in this field and are not qualified to detect or advise on similar matters. This appraisal therefore assumes that there is no toxic contamination on the subject property. Please refer to General Limiting Condition Number 16 regarding hazardous materials and Extraordinary Assumption #3.
Sales History	The property appraised has not transferred within the five years prior to the date of value. To the best of our knowledge the property is not listed for sale.
Date of Inspection	December 3, 2019 and January 15, 2020
Date of Value	January 15, 2020
Date of Report	February 13, 2020
Opinion of Fair Market Value	Fee and Easement Acquisition (Land and Site Improvements) $ [redacted] Temporary Construction Acquisition $ [redacted] Net Severance Damages $ [redacted] Total $ [redacted] **Rounded** **$** [redacted]

INTRODUCTION

CLIENT, INTENDED USE, INTENDED USER OF THE APPRAISAL

The appraisal assignment is to develop an opinion of the fair market value of the subject property and property rights required for the proposed project (Diamond Springs Parkway – Phase 1B Project). The client and intended user of the appraisal is El Dorado County Community Development Services, Department of Transportation. The opinion of fair market value will be used by the County to assist the County in its determination of the amount to be offered as compensation for the property rights for the proposed project.

SCOPE OF WORK

El Dorado County intends to purchase a portion of the subject property in fee and easement for the Diamond Springs Parkway – Phase 1B Project. This appraisal opines fair market value to be utilized in establishing compensation by the County. The date of value is based on the final inspection date, unless noted otherwise in the appraisal. The date of the report is the date the appraisal is transmitted to the client. The value estimates are stated in terms of cash, or terms equivalent to cash.

VALUATION / RESEARCH OVERVIEW

The following is an overview of the valuation process and research involved for the subject property and comparable sales. The valuation of the property involved an investigation and analysis of the neighborhood, as well as the entire regional area, for social, economic, governmental, and environmental forces and trends that affect or could influence property values.

- The property was inspected on December 3, 2019 by Angela Parrott from Bender Rosenthal, Inc. with the property owner, Steve Stymeist and [redacted], RV Manager of the company. The property was re-inspected on January 15, 2020, by Angela Parrot and Mr. Stymeist, with staking in place.
- Research the area, community, and neighborhood to determine market influences/conditions.
- Research of public records to verify information about the subject property and comparable sales to ensure they are factually accurate and that there are no terms or additional influences that affect price or value.
- Research zoning and general plans obtained from El Dorado County Planning Department and other department websites, and research of the commercial real estate markets.
- Review of applicable soil surveys, flood and seismic hazard areas from appropriate source data.
- Review public records obtained from the various city and county governmental agencies including the Planning Department, Assessor's Office, and Tax Collector's Office.

- A search of specific property transfers occurring during the past five years was conducted for the subject property.
- Determine highest and best use of the property.
- Research comparable property sales, listings, and offers to purchase or sales involving properties similar to the subject property and within the subject's or competing market areas.
- Interview comparable property owners and/or brokers.

Lisa Besso provided significant assistance in the preparation of this report including determination of the appraisal problem, collection and analysis of the data and valuation analysis in this report under the direct supervision of Adam Bursch, MAI and Angela Parrott both with Bender Rosenthal, Inc.

VALUATION APPROACHES

The appraisal process includes the investigation and analysis of the subject, market, and other relevant data for the purpose of estimating an opinion of the defined value for the subject property. All economic forces and factors are considered in arriving at the highest and best use and valuation of the subject property.

There are typically three approaches to value that may be used in the real property valuation process. They are the Sales Comparison Approach, Income Approach, and Cost Approach. Each approach provides an indicated value that is reconciled into a final estimate of value for the subject based on the interests appraised the defined objective of the valuation and the stated definition of value. An appraisal may include one, two or all three approaches to value based on the data available, the type of property and appraisal valuation problem.

SALES COMPARISON APPROACH

A value indication is derived by comparing the property being appraised to similar properties that have sold recently; making qualitative or quantitative comparisons to the subject; then applying units of comparisons to indicate a value for the larger parcel or remainder parcel. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of valuation when an adequate supply of comparable sales is available. Sales, listings and current escrows of comparable sales were considered in this analysis. Primary reliance has been placed on closed sales transactions.

INCOME APPROACH

A value indication is derived for income-producing property by converting its anticipated benefits (cash flows and reversion) into a value for real property interests. Typically, the annual net income is capitalized at a market-derived capitalization rate to estimate the desired value. The income approach is most often used for income producing properties or real estate acquired as an investment.

COST APPROACH

A value indication is derived for a property by estimating the current cost to construct a replacement/reproduction of the existing structure(s); deducting depreciation from all sources; and adding the estimated land value. The cost approach is most often used when valuing properties with new or relatively new improvements and also special use properties.

RIGHT OF WAY APPRAISALS

Appraisals for public acquisitions involve acquiring fee title and/or easement rights from an owner. In situations, whereby a property is leased, the property is valued as if title were held by a single entity, consistent with the "unit rule" or the "undivided fee rule". Improvements not impacted by the project may not be included in the analysis.

PARTIAL ACQUISITION INTEREST ANALYSIS

Partial Acquisition Interest Analysis. The partial acquisition interest analysis starts with an estimate of market value for the undivided fee interest of the larger parcel using the most applicable method for valuing similar properties. Once the larger parcel value is estimated the following partial acquisition appraisal methodology is utilized:

- Value the part acquired.
- Value of the remainder parcel as part of the larger parcel, which is the value of the remainder before consideration of damages or benefits.
- Value the remainder parcel, after the proposed acquisition and before consideration of benefits. This identifies severance damages due to the acquisition, consisting of a potential loss of market value (by comparing to value of the remainder as part of the larger parcel) and cost to cure damages are estimated where applicable.
- Value the remainder parcel, after the acquisition, considering benefits. This identifies benefits, consisting of a potential gain in market value due to the acquisition (by comparing to value of the remainder after acquisition before benefits).
- The value of the acquisition is the value of the part acquired plus net severance damages as California law allows benefits to only offset severance damages.

REPORT TYPE

The appraisal is reported in an Appraisal Report format as defined by USPAP.

SPECIAL ASSIGNMENT CONDITIONS

There were no special assignment conditions given for this appraisal.

DEFINITIONS USED IN THE REPORT

Definition of an Appraisal

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition P. 10

The act or process of developing an opinion of value, an opinion of value.

Fair Market Value

Source: Section 1263.320 of the Code of Civil Procedure

A) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

B) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The Code goes on to say that:

The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following:

A) The project for which the property is taken.

B) The eminent domain proceeding in which the property is taken.

C) Any preliminary actions of the plaintiff relating to the taking of the property.

Larger Parcel

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition P. 127

In governmental land acquisitions and in valuation of charitable donations of partial interests in property such as easements, the tract or tracts of land that are under the beneficial control of a single individual or entity and have the same, or an integrated, highest and best use. Elements for consideration by the appraiser in making a determination in this regard are contiguity, or proximity, as it bears on the highest and best use of the property, unity of ownership, and unity of highest and best use. In most states, unity of ownership, contiguity, and unity of use are the three conditions that establish the larger parcel for the consideration of severance damages. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.

Extraordinary Assumption

Source: Uniform Standards of Professional Appraisal Practice 2018-2019 Edition, P. 4

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Hypothetical Condition

Source: Uniform Standards of Professional Appraisal Practice 2018-2019 Edition, P. 4

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.

Fee Simple Estate

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition, P. 90

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Easement

Source: The Appraisal of Real Estate (Fourteenth Edition), Appraisal Institute, Chicago, Illinois, 2013, P. 74

This is an interest in real property that conveys use, but not ownership, of a portion of an owner's property. Access or right of way easements may be acquired by private parties or public utilities. Governments dedicate conservation, open space, and preservation easements.

Temporary Easement

Source: The Dictionary of Real Estate Appraisal, Appraisal Institute, 6th Edition P. 231

An easement granted for a specific purpose and applicable for a specific time period. A construction easement, for example, is terminated after the construction of the improvement and the unencumbered fee interest in the land reverts to the owner.

Offset Rule

On August 25, 1997, the California Supreme Court ended the rule that only benefits deemed "special" could be offset against severance damages in determining compensation in condemnation actions. Under its decision in the *Continental Development* case, all benefits, general and special can reduce an award of severance damage.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report and the value estimates it contains are expressly subject to the following assumptions and/or limiting conditions.

1. Title to the property is marketable.
2. No survey of the property has been made by the appraisers and property lines as they appear on the ground are assumed to be correct.
3. Data, maps, and descriptive data furnished by the client or his/her representatives are accurate and correct.
4. No responsibility is assumed for matters of law or legal interpretation.
5. No conditions exist that would affect the use and value of the property, which are not discoverable through normal, diligent investigation.
6. The valuation is based on information from sources believed reliable, and that such information is correct and accurately reported.
7. The value estimate is made subject to the purpose, date, and definition of value.
8. The report is to be considered in its entirety and use of only a portion will invalidate the appraisal.
9. This appraisal was made on the premise that there are no encumbrances prohibiting utilization of the property under the appraiser's estimate of highest and best use.
10. Possession of this report or a copy does not carry with it the right of publication nor may it be used for any purpose by anyone other than the client without the previous written consent of Bender Rosenthal, Inc., and then only with proper qualifications.
11. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute. No part of this narrative report may be reproduced by any means nor disseminated to the public in any way without the prior written consent of Bender Rosenthal, Inc.
12. Any person or entity who obtains or reads this report, or a copy, other than the client specified in this report, expressly assumes all risk of damages to himself or third persons arising out of reliance on this report and waives the right to bring any action based on the appraisal, and neither the appraisers nor the appraisal firm shall have any liability to any such person or entity.
13. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property described in this report unless prior arrangements have been made.
14. No responsibility is assumed for building permits, zone changes, engineering or any other services or duty connected with legally utilizing the subject property.

15. The property appraised may or may not be subject to the Americans with Disabilities Act of 1990 (ADA). Title III of this act provides for penalties for discrimination in failing ". . . to remove architectural barriers . . .in existing facilities [unless] an entity can demonstrate that the removal. . . is not readily achievable. . ." Unless otherwise noted in this appraisal, it is assumed that the property appraised is not substantially impacted by this law.

16. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of such substances as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

17. It is assumed that the property appraised is competently managed and marketed.

EXTRAORDINARY ASSUMPTIONS AND HYPOTHETICAL CONDITIONS

Note to Reader: The subject property is subject to the following extraordinary assumptions and/or hypothetical conditions, which might have affected the assignment results.

EXTRAORDINARY ASSUMPTIONS

1. Information regarding the property appraised was provided by the client. This information included the surveyed size and area of the acquisition. This appraisal assumes that the information provided is reasonably accurate. If the information is found to be inaccurate at a later date, the value conclusions in this appraisal report may change. Furthermore, should any of these area calculations be revised, the appraisers' value opinions could change.

2. A preliminary title report prepared by Placer Title Company, dated November 4, 2019, was provided for review. Several easements were identified. Per the client's instructions, the appraisal is completed without regard to existing easements which potentially overlap the proposed acquisition area, with the exception of existing roadway encumbrances. This appraisal assumes that there are no conditions of title that can adversely impact value.

3. There are two exceptions on the Preliminary Title Report which indicate easements for non-exclusive road and public utilities use; On the Parcel Map filed October 5, 1979, in Book 25, Page 65 of Parcel Maps and recorded April 30, 1987, Book 2746, Page 621, Official Records. Further, a Quit Claim Deed for rights within this area is also reported, recorded December 31, 1982, Book 2128, Page 724. Based on mapping and information provided by the client, the area within Truck Street is still encumbered with the road right-of-way and public utility easement. The appraisal assumes that this area is subject to this right-of-way. If this information is found to be inaccurate at a later date, the value conclusions in this appraisal report may change.

4. The State Water Resources Control Board GeoTracker site identifies two hazardous material incident reports within 1,000 feet of the subject property. The appraisers did not observe any unusual conditions while performing the inspection; however, Bender Rosenthal, Inc. and the representatives thereof, are not experts in this field. The subject property has been appraised as if free of toxic hazards.

HYPOTHETICAL CONDITIONS

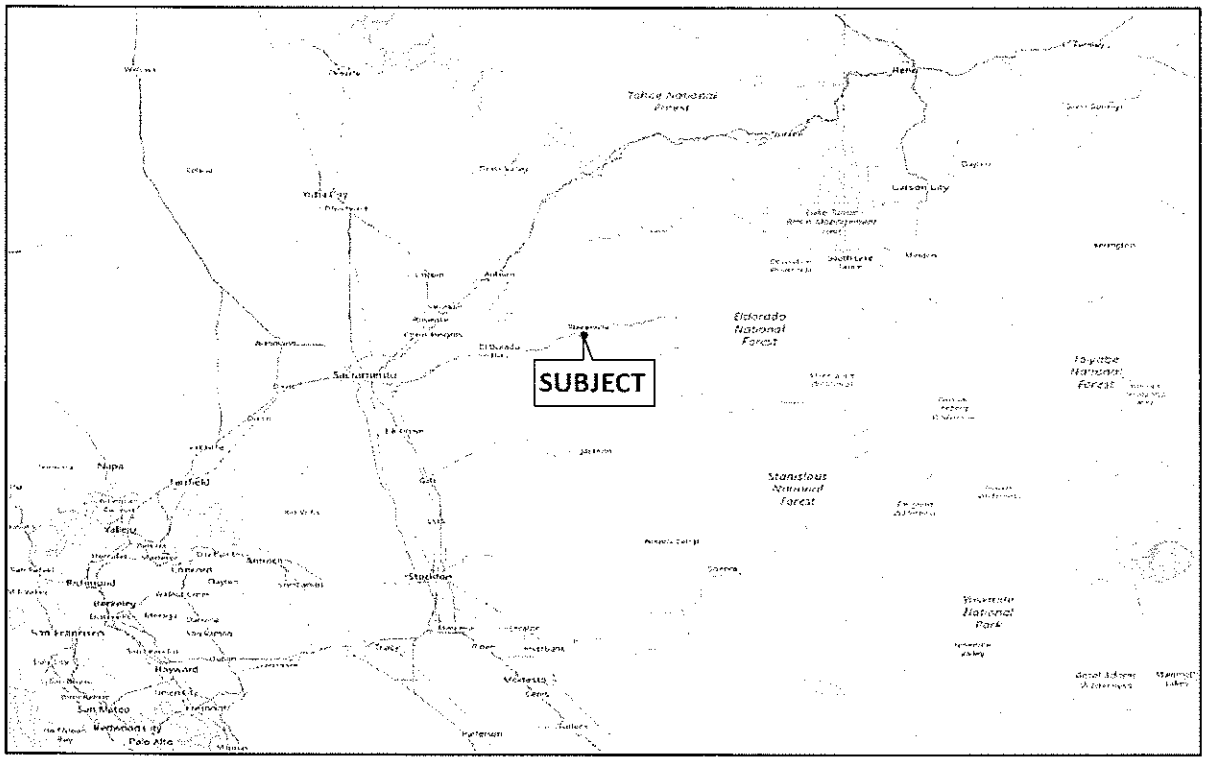
1. The fair market value of the property taken shall not include any increase or decrease in the value of the property that is attributable to any of the following: 1) the project for which the property is taken: 2) the eminent domain proceeding in which the property is taken; and 3) any preliminary actions of the plaintiff relating to the taking of the property. [California Code of Civil Procedure, Section 1263.330] Therefore, the fair market value of the larger parcel assumes the property is appraised as if there is no project.
2. The valuation of the subject property, in the condition after the partial acquisition and the construction and use of the proposed project, is based on a hypothetical condition the project has been completed.

REGIONAL OVERVIEW

GEOGRAPHIC CONSIDERATIONS

The subject property is located in El Dorado County, in Placerville, ±35 miles east of Sacramento's Central Business District (CBD). A regional map is presented below.

REGIONAL MAP



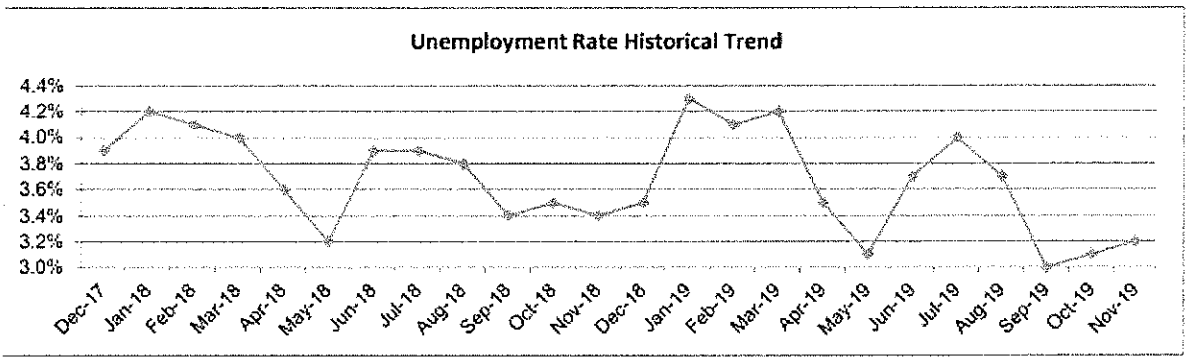
SACRAMENTO REGIONAL OVERVIEW

The Sacramento Consolidated Metropolitan Statistical Area (CMSA), consisting of El Dorado, Placer, Sacramento, and Yolo counties, is located at the confluence of two major rivers, the Sacramento and the American, at the northern end of California's great inland Sacramento-San Joaquin Valley, often called the Central Valley. The community's area of influence extends from the Sonoma (Coastal) Range to the west, across the Sacramento Valley, and up through the foothills of the Sierra Nevada to the east. The area is strategically located adjacent to productive agricultural areas on the north and south, recreational mountain areas on the east, and not far from the metropolitan San Francisco Bay area 85 miles to the southwest. Also, it is centrally located with respect to the Mexican and Canadian borders. The largest city in the region, Sacramento, is the state capital and the cultural, communications, financial, employment, and transportation hub of the Sacramento Valley and adjacent mountain county regions.

UNEMPLOYMENT

The unemployment rate in the Sacramento--Roseville--Arden-Arcade MSA was 3.2 percent in November 2019, up from a revised 3.1 percent in October 2019, and below the year-ago estimate of 3.4 percent. This compares with an unadjusted unemployment rate of 3.7 percent for California and 3.3 percent for the nation during the same period. The unemployment rate was 3.1 percent in El Dorado County, 2.8 percent in Placer County, 3.2 percent in Sacramento County, and 3.6 percent in Yolo County.

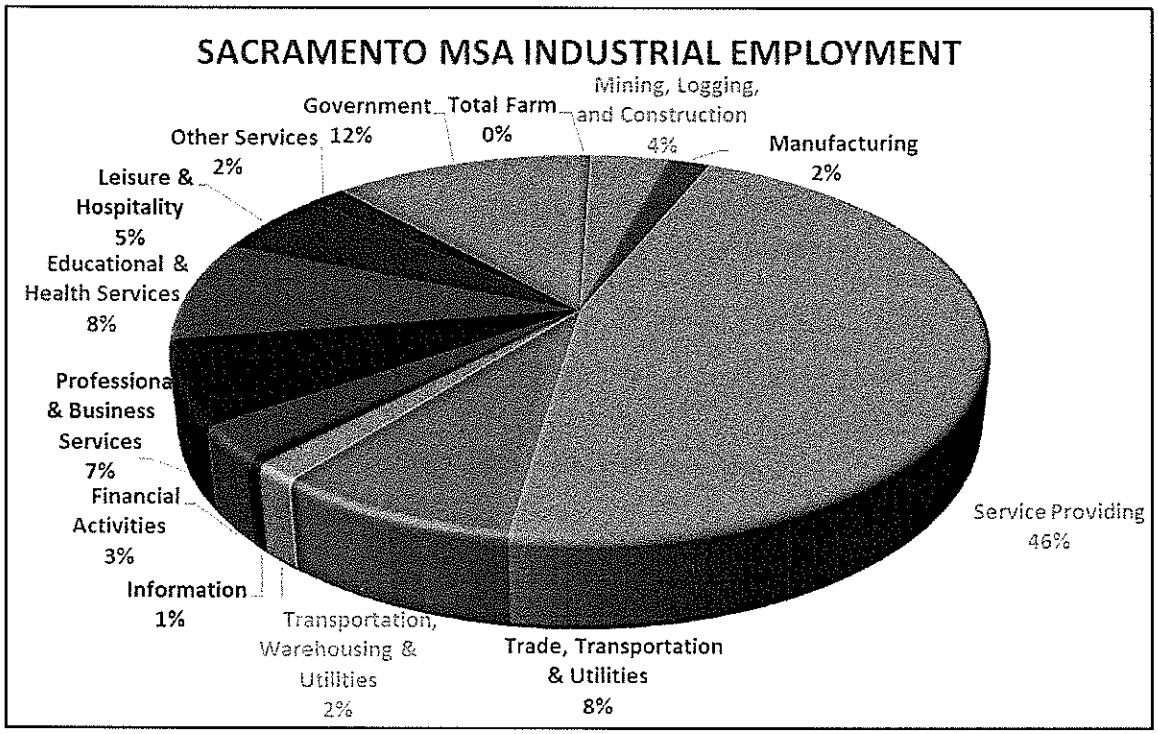
The following chart is presented showing the historical trends in unemployment over the course of the last several years:



Source: California EDD

Overall, employment trends throughout the state and county are overwhelmingly positive. Despite seasonal fluctuations within the region, unemployment rates have steadily declined since the height of the recession. Additionally, Combined employment in the counties of El Dorado, Placer, Sacramento, and Yolo, increased by 7,900 to total 1,041,900 jobs.

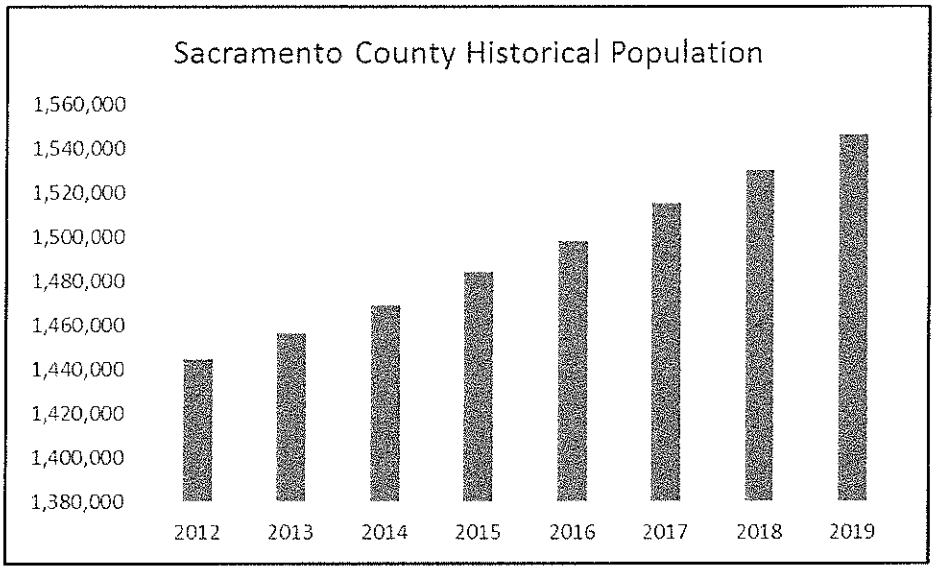
The three leading employment industries within the Sacramento MSA are Service Providing at 46%, trade, Government at 12% and Trade, Transportation & Utilities at 8%, as displayed in the chart below.



Year-over-year, total net job gains for all industries was positive, despite several minor decreases in some industries. Trade, transportation, and utilities (up 5,000 jobs) led the region with a normal seasonal job gain from October to November as holiday hiring began. Retail trade added 3,600 jobs. Transportation, warehousing, and utilities was up 900 jobs. Wholesale trade picked up 500 jobs. Leisure and hospitality advanced by 2,100 jobs. Accommodation and food services (up 1,200 jobs) was responsible for a majority of the job additions. Arts, entertainment, and recreation gained 900 jobs. Education and health services reported a month-over increase of 1,500 jobs. Health care and social assistance (up 1,400 jobs) was responsible for 93.3 percent of the gains. Meanwhile, three major industries experienced job reductions from October to November. Construction shed 800 jobs. Farm was down 800 jobs. Other services dipped by 300 jobs.

DEMOGRAPHIC TRENDS

The state currently has a population of nearly 40 million and a gross domestic product that, if compared to other nations, would be among the top six in the world. According to the California Department of Finance, the Sacramento County population as of January 1, 2019, the most recent data available, was estimated to be 1,546,174; this is approximately 3.9% of California's total population.



Recent growth trends show Sacramento County's population growing at a slightly higher rate than the state average. Sacramento County's population is benefitting somewhat from the population boom in the Sacramento MSA. As the supply of housing in the Sacramento area decreases in relation to the high demand, home prices are increasing rapidly. Additionally, Sacramento's proximity to the bay area has contributed in the population boom over the past few years.

REGIONAL ANALYSIS CONCLUSION

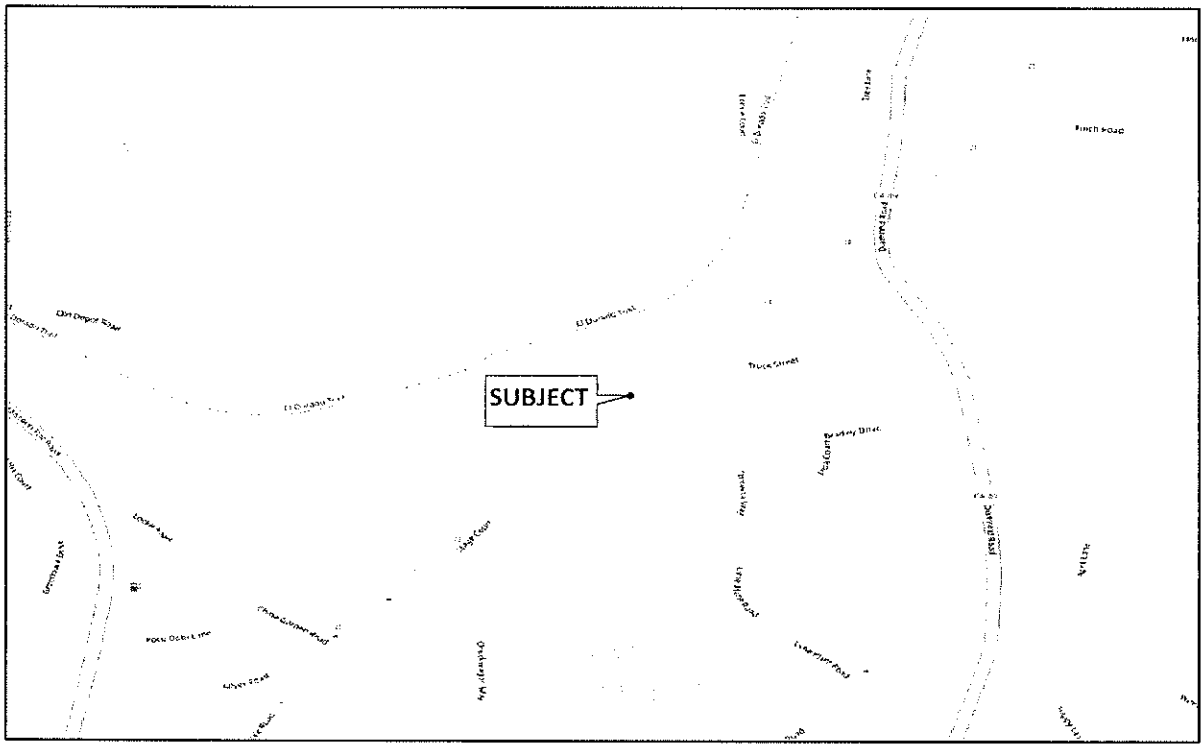
The Sacramento Metropolitan Area is strategically located with respect to transportation corridors and agricultural production within California's Central Valley. It is apparent that the region has recovered from the recession with steady job growth occurring in 2013 to the present. The previous 12 months have seen a stable increase in the pace of these improvements. Further, a rebound in the housing markets has helped the local economy as well, with construction adding more jobs. The general consensus in the market is that the region will continue to stabilize over the course the year 2019 and that the job markets will continue to strengthen. The area's other advantages include its good highway and rail transportation systems, a reasonable commute time to the Bay Area (the center of information technology and the arts for the State of California), and the relative affordability compared to Bay Area and other parts of the state.

NEIGHBORHOOD DESCRIPTION / IMMEDIATE ENVIRONS

GENERAL DESCRIPTION

The subject property is located on Truck street, east of Highway 49, approximately two miles from Pleasant Valley Road. Surrounding property uses consist of industrial properties, as well as vacant land. A neighborhood map is shown below.

NEIGHBORHOOD MAP



SURROUNDING USES

The subject is surrounded primarily by industrial development and industrial zoned land. There is a residential duplex located immediately to the east; however, the site has industrial zoning. Industrial development and vacant land make up the majority of extended surrounding land uses in the area, although there are substantial pockets of single-family, primarily rural residential development as well. Retail development in the area is located along Missouri Flat Road to the west and Pleasant Valley Road to the south.

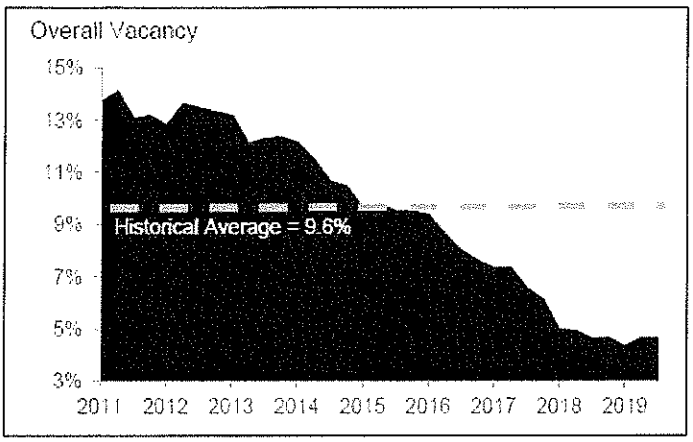
ACCESS

Access to the neighborhood is considered average, with access from State Highway 49. The subject property has frontage along Truck Street.

MARKET CONDITIONS

The subject is an industrial use, and an overview of the of the regional and local industrial markets is presented within the following section. Much of the following information is reproduced from *Cushman & Wakefield MarketBeat Industrial Third Quarter 2019,* the most recent report available.

SACRAMENTO INDUSTRIAL MARKET



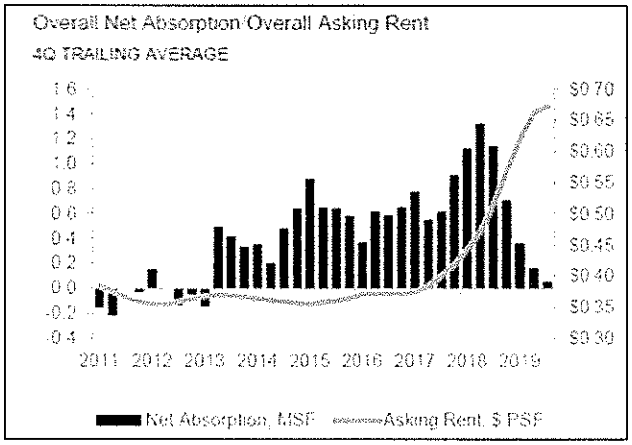
ABSORPTION & VACANCY

According to Cushman & Wakefield, the Industrial market fundamentals returned to form as the vacancy rate fell by 10 basis points during the third quarter to 4.6%, representing no change year-over-year. Current levels of vacancy remain just above the market record low of 4.3% achieved in the 1st Quarter of 2019, marking the sixth consecutive quarter below 5%. Consistent levels of low vacancy have allowed lease rates to rise by $0.13 (25%) per square foot per month on a triple net basis (NNN), during that time period. This is despite a decrease in lease rates during the 3rd Quarter of $0.03 NNN.

As expected in a market near full capacity, net absorption was depressed totaling 13,000 square feet of positive net absorption bringing the year-to-date total to 295,000 square feet. Net absorption rose quarter-over quarter but was still hindered by low vacancy throughout the region. Power Inn, West Sacramento, and Woodland posted the strongest net absorption totals for the quarter recording 198,000 square feet, 126,000 square feet and 56,000 square feet, respectively. Despite the low net absorption figures market activity has been strong, as gross absorption reached 1.3 million square feet for the second consecutive quarter. For the balance of the year, expect an increase in net absorption though the vacancy rate will likely tick upward as speculative construction is completed. Asking rates will likely rise as well as these new projects enter inventory.

RENTAL RATES

As previously mentioned, consistent levels of low vacancy have allowed lease rates to rise by $0.13 (25%) per square foot per month on a triple net basis (NNN), since the 1st Quarter of 2019. This is despite a decrease in lease rates during the 3rd Quarter of $0.03 NNN. Current average asking rents (NNN) for the Sacramento industrial market are $0.65 per square foot.



NEW CONSTRUCTION

High levels of demand persist but tenant options are severely limited by the lack of supply. Speculation construction has yet to meet market needs. And despite the 1.2 million square feet under construction, no buildings completed during the third quarter. However, construction is expected to begin on Metro Air Park in Natomas/Northgate submarket as soon as the fourth quarter of 2019.

Additionally, significant completions are expected before the end of the year, the largest of which is the 418,000 square feet building at McClellan Park being developed by LDK Ventures. No new projects broke ground but, as mentioned above, more speculative construction is expected at Metro Air Park where a number of large distribution centers are planned, entitled and near breaking ground. However, the market remains unable to service the need for small, multi-tenant industrial buildings where there is significant demand. The economics of these buildings have yet to pencil despite lease rates, in some cases, meeting or exceeding $1.15 NNN.

SALES ACTIVITY

More than 1.5 million square feet of industrial properties sold in the third quarter, for nearly $201 million in total consideration. The largest sale was the Sacramento portion of the $13.4 billion portfolio sale from GLP to Blackstone. Locally, that sale comprised of 22 buildings totaling 1.0 million square feet. User sale activity was strong during the period with six properties trading for a total of 175,964 square feet and averaging $91.19 per square foot.

OUTLOOK

For the balance of the year, expect an increase in net absorption though the vacancy rate will likely tick upward as speculative construction is completed. Asking rates will likely rise as well as these new projects enter inventory. With speculative construction lagging behind market demand the risk of over building remains very low.

LOCAL MARKET

The subject is part of the Folsom/El Dorado Hills submarket, among the smaller submarkets in the region, at under 3.2 million square feet of inventory. The following table presents basic market information for the subject's submarket as well as the region as a whole.

Market	Size SF	Vacancy	YTD Net Absorption SF	Under Construction SF	Average Asking Rent
Folsom/El Dorado Hills	3,192,147	2.3%	88,670	0	$0.70
Sacramento MSA	141,900,537	4.6%	295,157	1,218,787	$0.65

Cushman & Wakefield

Specifically, the Folsom/El Dorado Hills submarket has a vacancy rate of 2.3% for the third quarter 2019 for all industrial type properties. This vacancy rate is much lower than the combined industrial submarket vacancy rate for the 3rd Quarter of 4.6%.

Folsom/El Dorado Hills had negative absorption of 19,446 square feet for the third quarter 2019 and a total year to date (2019) net absorption of 88,670 square feet. The average NNN asking rate for the 3rd Quarter 2019 was $0.70 per square feet. The NNN asking rate of $0.70 is higher than the overall combined submarket asking rate of $0.65 per square foot.

CONCLUSION

Overall, the Sacramento MSA has continued to experience very tight occupancy. The lack of available space, coupled with quickly rising rental rates, has led to speculative development in the most desirable locations within the region. Construction is active but not excessive at the present. The new supply of new construction underway will provide options for relocating tenants for the first time in years. Rents are expected to continue to rise, but not as steeply. Based on the strong demand, current construction levels, strong job market, and central location, the region is well positioned for future growth.

The subject is located in Placerville, within El Dorado County, California. The property consists of industrial land that is improved with an RV and auto repair facility. The site is zoned IL – Industrial Light and has a general plan designation of Industrial, which is consistent with the zoning designation and uses of parcels immediately surrounding the subject. The neighborhood is a secondary location within an outlying suburb of Sacramento. The location compares favorably with other areas in El Dorado County due to the proximity to Highway 50, Highway 49, and the City of Placerville. Due to the suburban, semi-rural nature of the neighborhood, further growth is anticipated to be slow and gradual.

IDENTIFICATION OF LARGER PARCEL / PROPERTY DESCRIPTION

DETERMINATION OF LARGER PARCEL

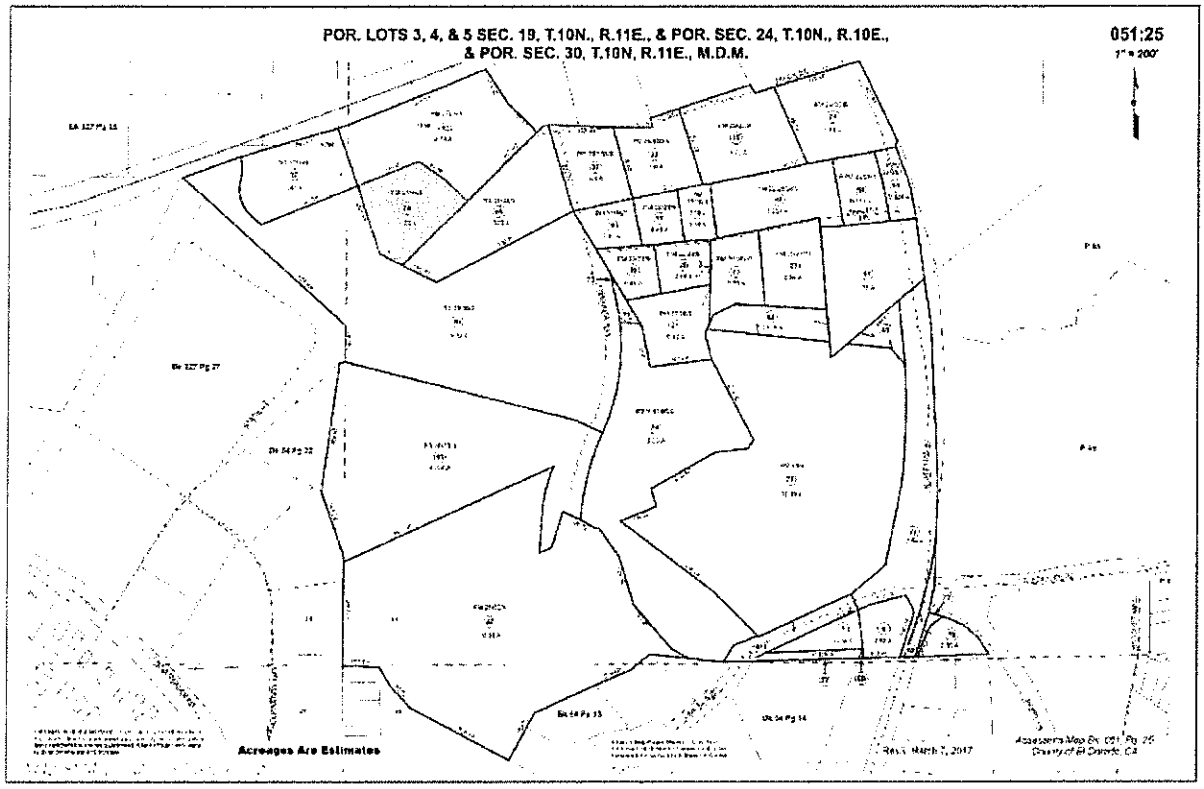
The process of determining the "Larger Parcel" involves the analysis of an owner's holdings regarding multiple properties, a whole property or portion of a property which has unity of ownership, unity of use, and contiguity.

The parcel impacted by the Diamond Springs Parkway – Phase 1B Project is owned by Steven P. Stymeist, as Trustee of the Steven P. Stymeist 2005 Revocable Separate Property Trust and is identified as APN 051-250-039. Analysis of the surrounding parcels adjacent to this parcel revealed no other parcels with the same ownership. Therefore, the larger parcel is defined as one parcel (APN 051-250-039) consisting of 1.219± acres.

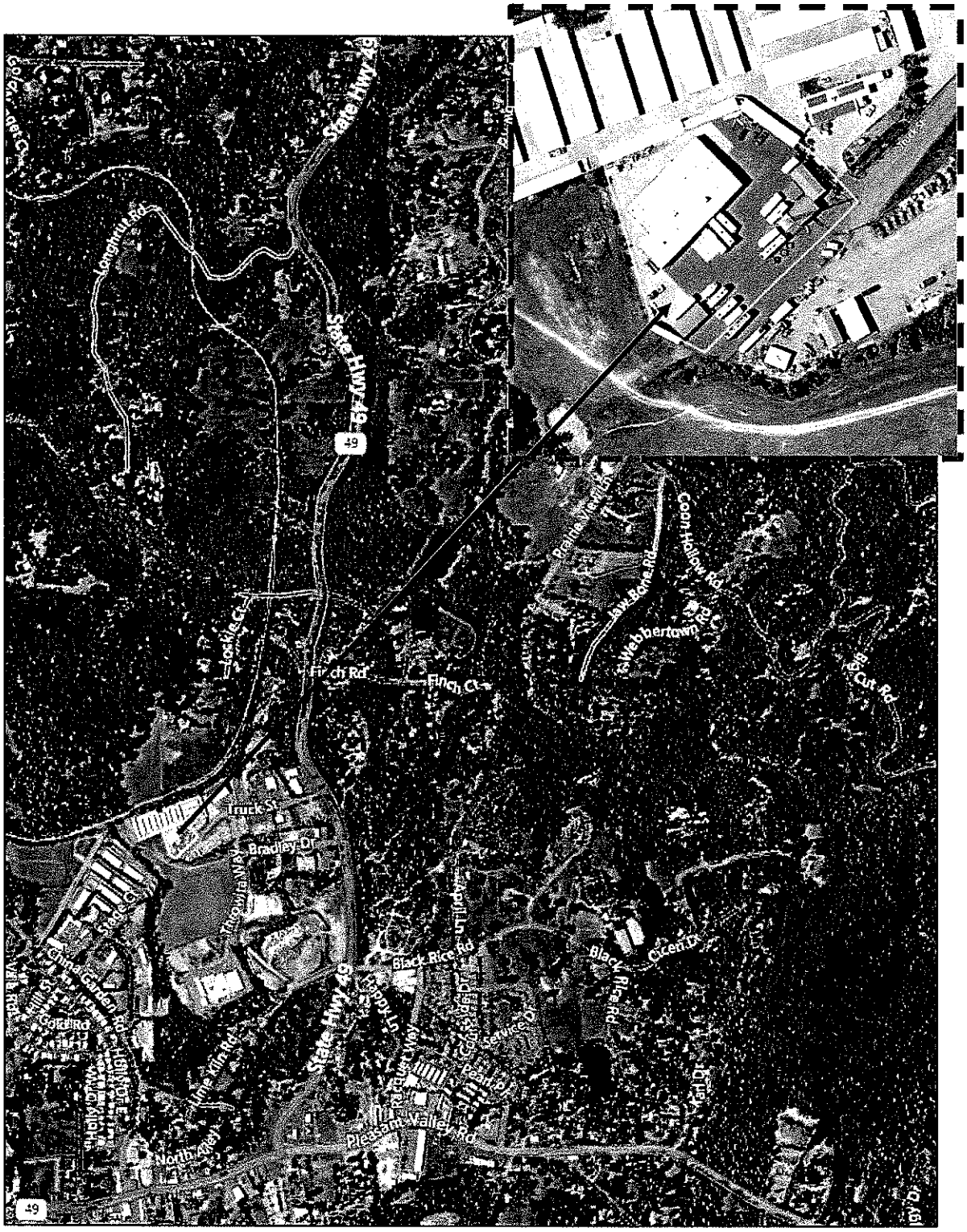
IDENTIFICATION OF PARCEL OWNERSHIP

Property Address	521 Truck Street Placerville, California 95667
Assessor's Parcel Number	051-250-039
Owner	Steven P. Stymeist, as Trustee of the Steven P. Stymeist 2005 Revocable Separate Property Trust
Owner Title of Interest	Fee Simple
Ownership History	The property appraised has not transferred within the five years prior to the date of value. To the best of our knowledge the property is not listed for sale.
Date of Inspection	December 3, 2019 and January 15, 2020
Date of Value	January 15, 2020
Date of Report	February 13, 2020

ASSESSOR'S PARCEL MAP

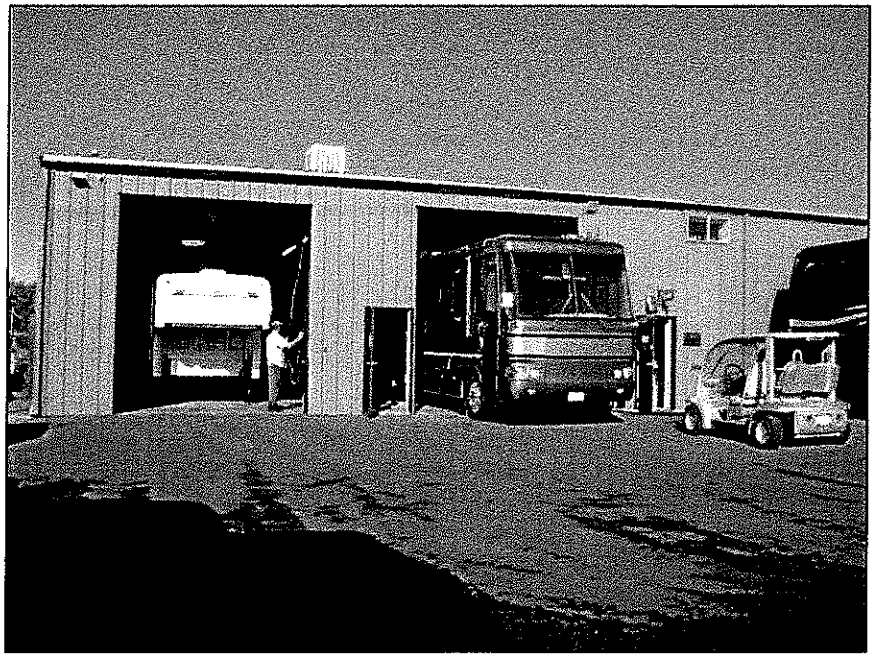


AERIAL PHOTOGRAPH



SUBJECT PROPERTY PHOTOGRAPHS

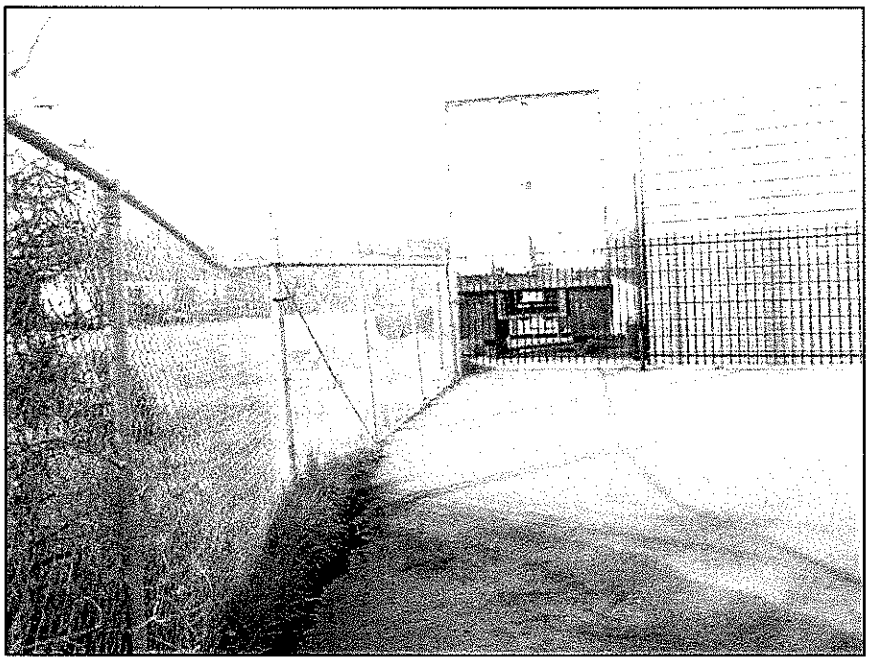
Front View of site Looking west along Truck Street



Front View of Industrial Building

SUBJECT PROPERTY PHOTOGRAPHS

View of Acquisition area looking west



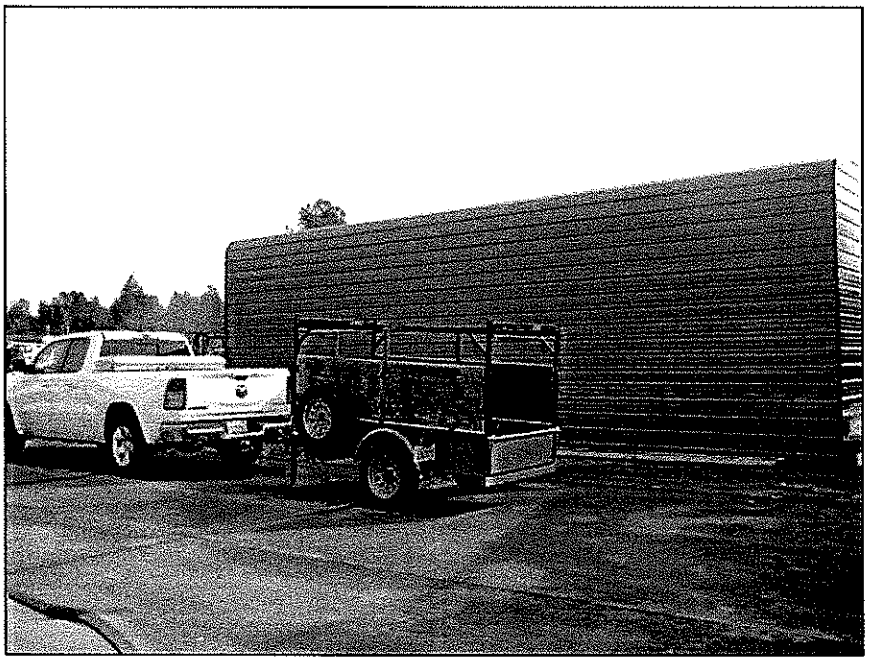
View of Acquisition area looking north along west property line

SUBJECT PROPERTY PHOTOGRAPHS

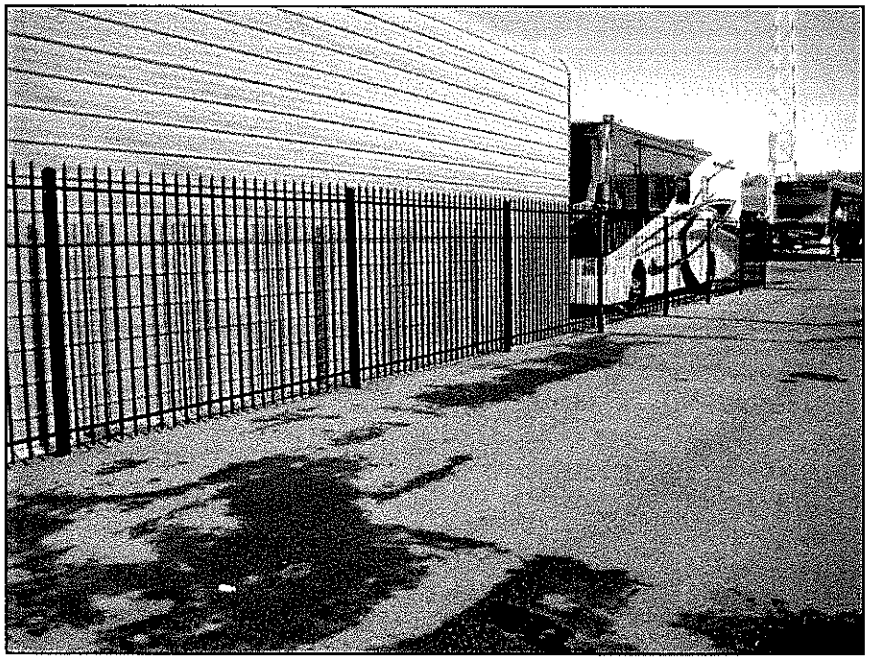
View of Acquisition area looking northwest

View of Service Garage Shed in Acquisition Area

SUBJECT PROPERTY PHOTOGRAPHS

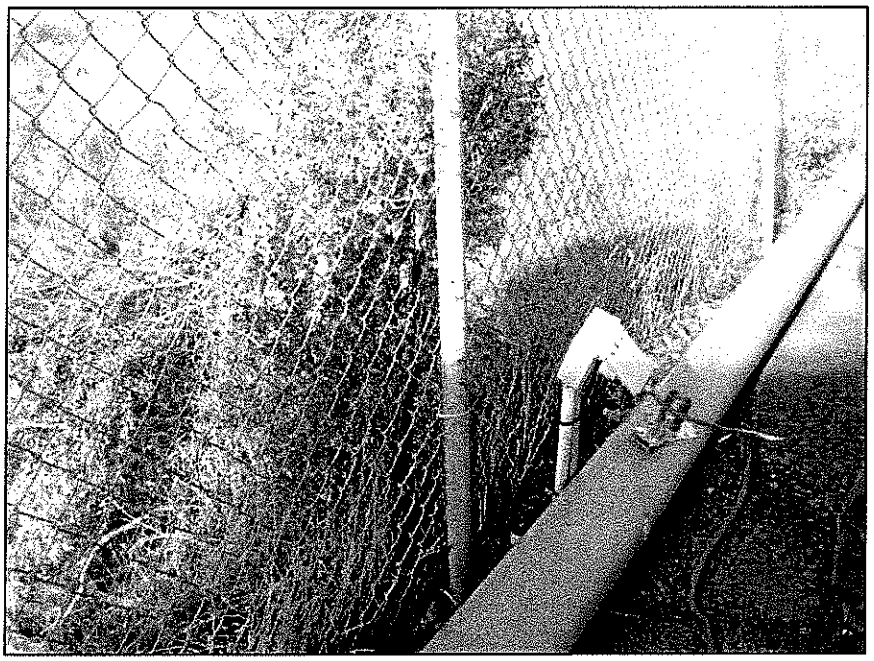


View of Service Garage Shed in Acquisition Area

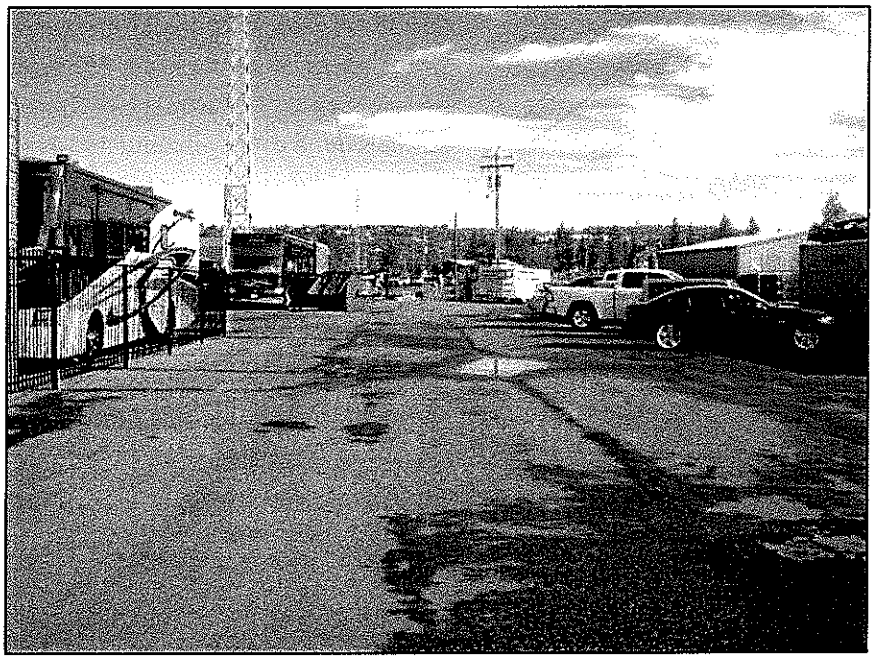


View of Service Garage Shed and Wrought Iron Fencing in Acquisition Area

SUBJECT PROPERTY PHOTOGRAPHS



View of electrical outlet in acquisition area



View of Acquisition area looking east along Truck Street Frontage

LARGER PARCEL DESCRIPTION

Size	1.219± acres or 53,120± SF The Appraisal Exhibit provided indicates the total parcel area for APN: 051-250-039 is 53,120± square feet, which is consistent with the El Dorado County Assessor's map report of 1.22± acres. The size as provided by the Appraisal Exhibit will be used for the following analysis.
Shape	Irregular, please refer to the parcel map
Frontage / Exposure	The subject property has approximately 260± linear feet of frontage along Truck Street. The property is located along the northern line of the terminus of Truck Street, and as such, has minimal exposure. Although the portion of Truck Street on the subject is subject to a "non-exclusive road and public utilities easement", the owner has fenced the area and utilizes it for parking.
Access	Current access to the subject property is via Truck Street off of State Highway 49. According to the El Dorado County Department of Transportation, Truck Street is not a county-maintained road.
Topography	The site has generally level topography.
Utilities	Power and water are available to the site.
Soil Conditions	No specific soil or subsoil stability survey was provided to the appraisers for the subject property. Adjacent properties have been developed and it is presumed that subsurface stability is adequate for the development of the site.
Zoning	IL – Industrial Light (El Dorado County). The IL zone is applied to lands for manufacturing and associated retail or service activities, wholesaling, and other industrial uses, where the primary activity is conducted

within a building or buildings, or in outdoor storage or activity areas. Conditional Use Permits shall be required for those uses which, by their nature, have the potential to produce or emit noise, odor, fumes, dust, smoke, vibrations, glare, heat, electrical interference or waste material beyond the confines of the property boundaries.

Special Plan

None.

General Plan Designation

Industrial (I). The purpose of this land use category is to provide for a full range of light and heavy industrial uses. Types of uses that would be permitted include manufacturing, processing, distribution, and storage. Incompatible, non-industrial uses, excluding support services, shall be prohibited. Industrial uses shall be restricted to industrial lands within, or in close proximity to, Community Regions and Rural Centers. Industrial lands in Rural Regions shall be constrained to uses which support on-site agriculture, timber resource production, mineral extraction, or other resource utilization. In the Rural Regions, no additional land shall be designated for industrial uses. This designation is considered appropriate within Community Regions, Rural Centers and, subject to the limitation described above, Rural Regions.

Improvements

The site is improved with an RV and auto repair facility. The main building improvement is located outside of the proposed acquisition areas and will not be functionally impacted by the construction in the manner proposed, therefore, it is not included in the valuation. Only the underlying land and impacted site improvements will be appraised.

Site improvements within the acquisition area include a metal storage garage, site paving, underground electric conduit and stubs, wrought iron fencing and entry gate, and chain link fencing.

There is asphalt road paving located within Truck Street, which is not a County maintained road. Truck Street has historically been maintained cooperatively by the property owner and the two adjacent parcel owners, sharing the costs on a pro-rata basis. According to an adjacent property owner, Truck Street was last paved in January 2017, for a reported total cost of approximately $[redacted]. Further, although this area is subject to a "non-exclusive road and public utilities easement" the owner has fenced the area and utilizes it for parking.

Lease or Rental Status

The property is owner occupied.

Easements, Encroachments & Private Restrictions

A preliminary title report dated November 4, 2019, from Placer Title Company, was provided for review. Exceptions include multiple utility easements and roadway. These easements are typical for similar sites within the area and are inherently considered in the conclusion of value. Per the client's instructions, the appraisal is completed without regard to existing easements which potentially overlap the proposed acquisition area, with the exception of existing roadway encumbrances.

Exception 7 refers to an easement for road and public utilities and turn around. On the Parcel Map filed October 5, 1979, in Book 25, Page 65 of Parcel Maps. It goes on to refer to a quitclaim deed for the interests of "Clair A. Ravens and Kenneth Klemm as to a portion of said easements shown, recorded April 30, 1987, Book 2746, Page 621, Official Records. Exception 10 refers to a non-exclusive road and public utilities easement granted to Claire A. Ravens, recorded December 31, 1982, Book 2128, Page 724. These documents were reviewed. Information provided by the client, El Dorado County, indicates that the area described is still encumbered with the road and public utility right-of-way. The property owner however has fenced the area and limited public access by installing a gate. Based on

the information provided by the client; this appraisal assumes that this area is subject to this right-of-way. Please see Extraordinary #3.

Based on the mapping provided by the client, portions of the proposed acquisitions overlap the road right-of-way. This area has limited contributory value of the residual interest in the underlying fee and equates to $1.00.

No encroachments or restriction were observed or reported.

Flood Zone

The subject property lies in Zone X (unshaded); minimal risk areas outside the 1% and 0.2% annual-chance floodplains. FEMA Flood Map Community Panel No 06017C 0775E, effective date September 26, 2008.

Seismic Information

Not located in a special seismic study area.

Cultural Recreational and Historic Significance

None known or suspected to be present.

Toxic Hazards

The State Water Resources Control Board GeoTracker site identifies two hazardous material incident reports within 1,000 feet of the subject site. The first site is identified as the Lindeman Property, case opened June 9, 2008. According to GeoTracker, the site was the former Diamond Lime Plant from 1927-1977, resulting in alkaline conditions (ph>12) observed in the soil, groundwater, and springs. Clean-up status is reported as "Open-Site Assessment" as of May 20, 2013. The second site is identified as Abel Trust, 4061 Lime Plant Road, Placerville, with an initial case date of November 15, 2016. This site has issues similar to the Lindeman Property. Clean-up status is reported as "Open-Site Assessment" as of April 4, 2019.

The appraisers were not provided with a Phase I Environmental Site Assessment for the subject property. No evidence of contamination was noted on

the site upon inspection of the property. However, the appraisers are not experts in this field and are not qualified to detect or advise on similar matters. This appraisal therefore assumes that there is no toxic contamination on the subject property. Please refer to General Limiting Condition Number 16 regarding hazardous materials and Extraordinary Assumption #4.

Property Tax Data and Projected Taxes

Property taxes are current for the subject property. County Assessor's records show the following assessed values (2019-2020 tax year) and taxes, including direct levies and special assessments.

APN: 051-250-039 Tax Code Area: 078070		
Land Value	$	259,661.00
Structural Improvements	$	194,746.00
Exceptions		
Total Assessed Value	$	454,407.00
Base Tax Rate		1.054033%
Base Taxes	$	4,789.60
Special Assessments		
CSA	$	60.00
CSA	$	340.00
CSA	$	50.00
Total Tax Amount	$	5,239.60
Late Fees	$	-
Effective Tax Rate		1.153063%
Total Paid	$	5,239.60

There are special assessments associated with the property appraised paid over and above the tax rate. However, the special assessments are common for properties in the area and would have no adverse impact on market value.

OVERALL COMMENTS

The subject is comprised of a single parcel that is industrial zoned with an irregular shape. The site has average frontage, with a generally level topography. It is improved with an RV and auto repair facility and associated outbuildings. The site is fully paved and fenced. Overall, the site has good market appeal due to the physical characteristics.

PROJECT DESCRIPTION AND PROPOSED ACQUISITION

DESCRIPTION OF THE PROJECT

The two-phase Diamond Springs Parkway Project will provide improved traffic circulation and safety through and around the historic town of Diamond Springs. Phase 1A is the first of two phases and includes realigning, widening and improvements on State Route 49 and Lime Kiln Road from the future Parkway intersection south to Pleasant Valley Road, as well as overhead-to-underground utility relocations.

Phase 1B will include constructing Diamond Springs Parkway, a new four-lane arterial road from Missouri Flat Road to State Route 49. The Parkway will include sidewalks and Class II bike lanes for improved pedestrian mobility. The Parkway will also include signalization of three new intersections, at Missouri Flat Road/Old Depot Road, Throwita Way, and State Route 49. Phase 1B also includes realignment of Bradley Drive and construction of a new parking lot adjacent to the El Dorado Trail at Old Depot Road.

DESCRIPTION OF THE PROPOSED ACQUISITION

The proposed acquisition consists of a 0.01± acre (486± square feet) fee acquisition, a 0.08± acre (3,339± square feet) slope and drainage and public utility easement as well as a 0.14± acre (6,105± square feet) temporary construction easement (TCE). According to the plats and legals provided by the client, each of the proposed acquisition areas have areas which overlap the existing "non-exclusive road and public utilities easement", or Truck Street right-of-way. Where land is subject to similar right of way areas, the owner of the fee has, in theory, only a right to use that part of the right of way which the holder of the rights does not use. As long as the road exists, it has for all practical purposes absorbed the full fee value. Given the limited probability of any future reversion, it is concluded the existing roadway area significantly encumbers the fee value and this underlying fee area is valued at $[redacted] for each of the Larger Parcel. We are aware that there are additional areas of the Larger Parcel may be subject to this roadway and public utility easement; however, the total area was not provided, therefore, the reported areas existing within the proposed acquisition are used in the Larger Parcel calculation.

The chart below shows the total proposed acquisition area with the amount of area that is currently in the prescriptive easement and the new area square footage to be acquired.

Acquisition	Total (SF)	Prescriptive Area (SF)	Unencumbered (SF)
Fee Acquisition	486	391	95
Slope & Drainage & Public Utility Easement	3,339	1,124	2,215
Temporary Construction Easement	6,105	4,084	2,021

The proposed fee acquisition area is located at the southwestern corner of the property. The acquisition area is triangular in shape and is approximately 22± linear feet at the base (southeast line). Adjacent to

the north of the proposed fee acquisition area is the proposed 0.08± acre slope and drainage and public utility easement. The slope and drainage and public utility easement is irregular in shape, extending north approximately 45 feet from the fee acquisition. The proposed 0.14± acre temporary construction easement lies adjacent to and extends north from the slope and drainage and public utility easement. It is "L" shaped and extends northeasterly along the southeastern property line, approximately 20 feet in width along the Truck Street right-of-way. The proposed easement language is as follows:

Slope and Drainage Easement: The slope and drainage easement are for construction and maintenance of slope and drainage facilities together with any and all appurtenances appertaining thereto, to points five feet beyond top of cut slopes and top of fill slopes, over, under, upon, and across said parcel.

Public Utility Easement: The public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under, and across said parcel.

While non-exclusive, these easements are overlapping and are highly restrictive, as these areas cannot be improved with buildings or other structures or paved. Furthermore, the area will not be available for parking, landscaping of other site improvements. The areas could be used for open space and applied toward site-coverage requirements. Therefore, based upon the provided easement languages, the easements are considered to represent 95% of the underlying fee value.

Site improvements within the acquisition area include a metal storage garage, site paving, underground electric conduit and stubs, wrought iron fencing and entry gate, and chain link fencing. Any impacted improvements within the TCE area will be replaced as part of construction contract work at no cost to the owner. Access to the property will be maintained during the construction of the project

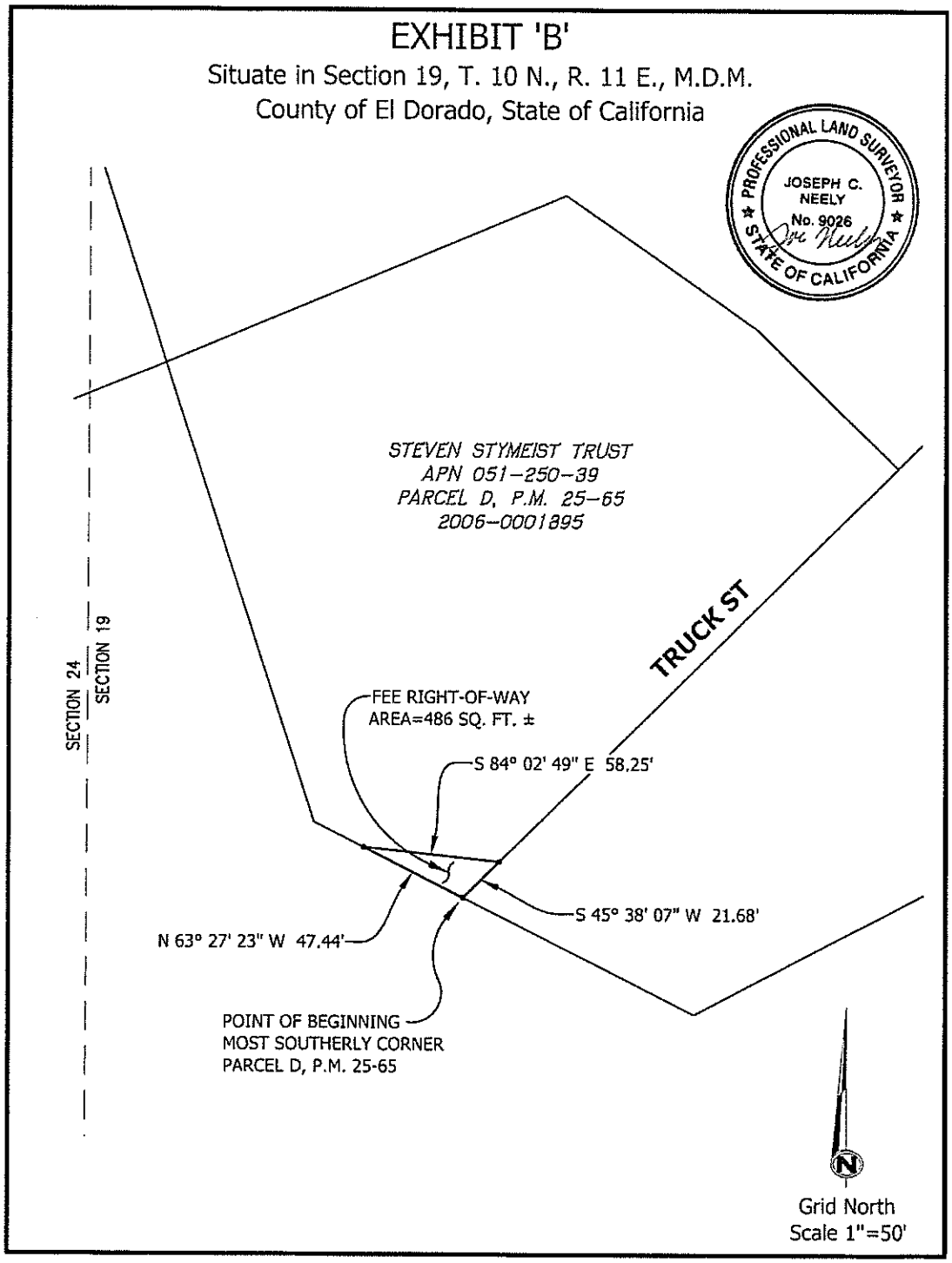
A summary of the planned acquisition follows:

Item	Total
Larger Parcel	**1.219± Acres (53,120± SF)**
Fee Acquisition	**0.011± Acre (486± SF)**
Unencumbered	0.002± Acre (95± SF)
Encumbered Road Right of Way	0.009± Acre (391± SF)
Slope & Drainage & Public Utility Easement	**0.077± Acre (3,339± SF)**
Unencumbered	0.051± Acre (2,215± SF)
Encumbered Road Right of Way	0.026± Acre (1,124± SF)
Temporary Construction Easement	**0.140± Acre (6,105± SF)**
Unencumbered	0.046± Acre (2,021± SF)
Encumbered Road Right of Way	0.094± Acre (4,084± SF)
Remainder Parcel	**1.208± Acre (52,634± SF)**
Unencumbered	1.037± Acre (45,211± SF)
Encumbered Slope & Drainage & PUE	0.051± Acre (2,215± SF)
Encumbered Slope & Drainage & PUE/Road Right of Way	0.026± Acre (1,124± SF)
Encumbered Road Right of Way	0.094± Acre (4,084± SF)

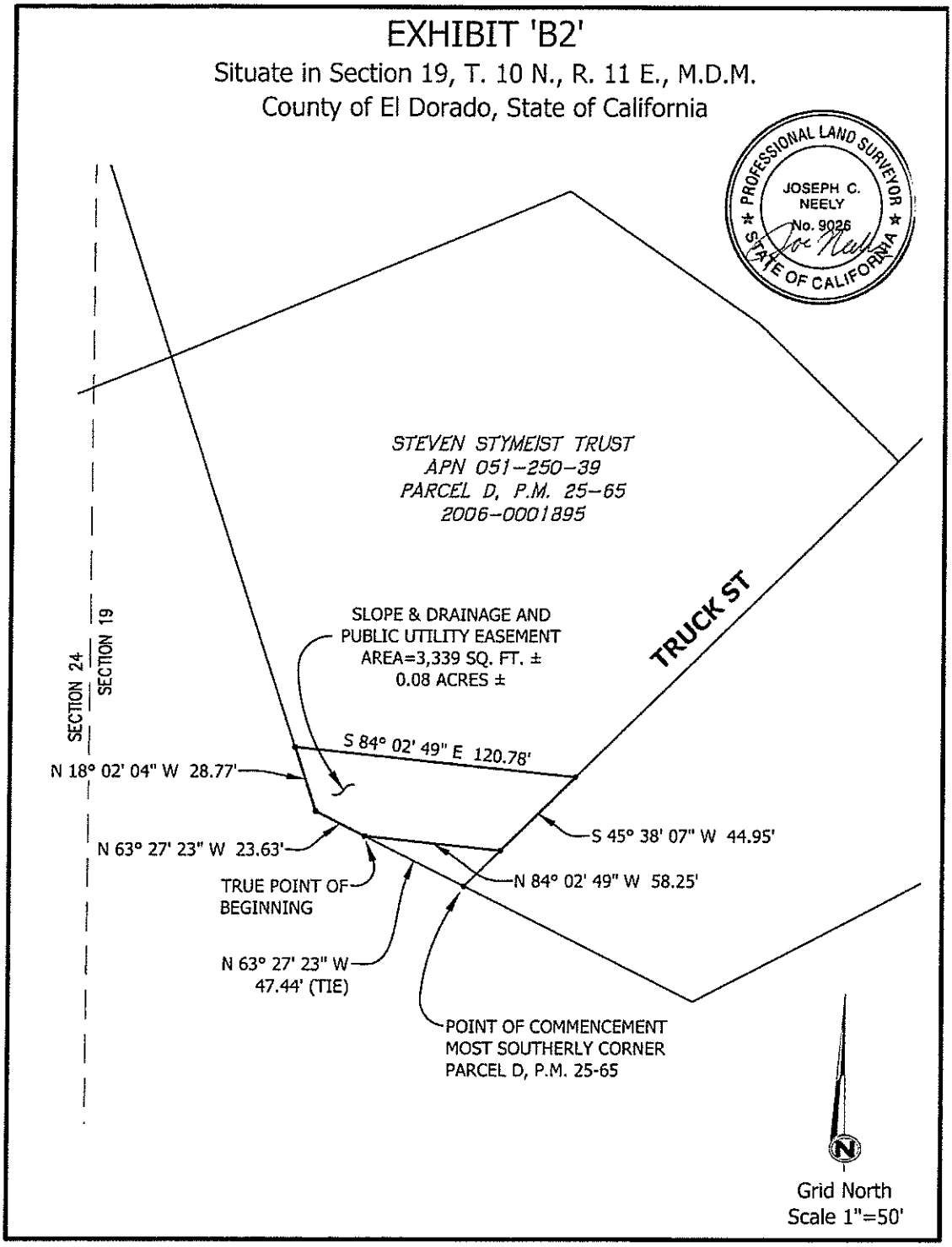
Source: El Dorado County Assessor's Parcel Map and plat and legals dated October 24, 2019

The following maps present the location of the proposed fee and easement acquisitions.

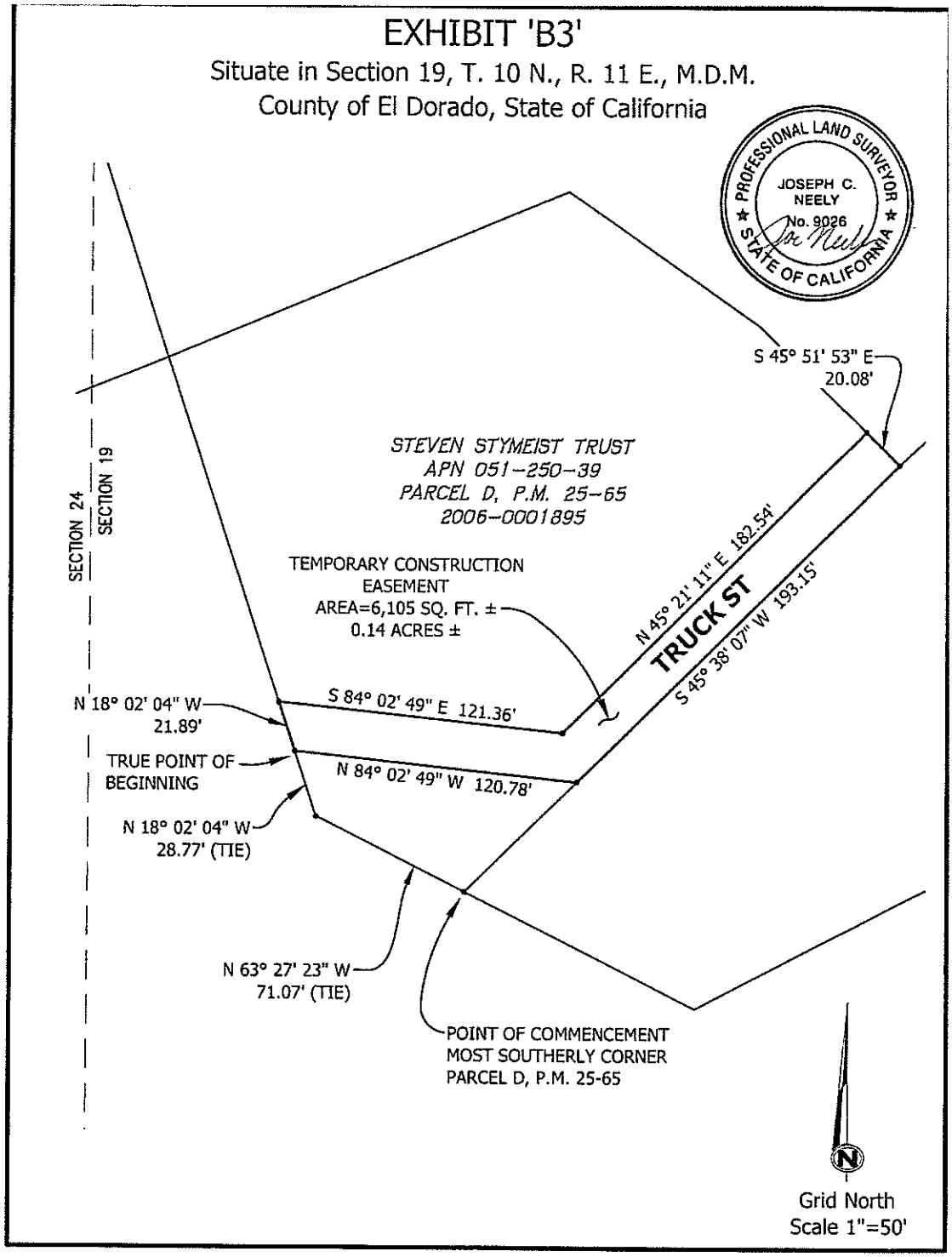
PLAT MAP – FEE ACQUISITION



PLAT MAP – SLOPE & DRAINAGE AND PUBLIC UTILITY EASEMENT



PLAT MAP – TEMPORARY CONSTRUCTION EASEMENT



DESCRIPTION OF THE REMAINDER

Consideration of possible impacts to the remainder include size, shape, access, utility and change in highest and best use. In the after condition the larger parcel will be 0.011± acres smaller in size due to the fee acquisition, which represents a reduction in size of less than 1%. In addition, the unencumbered area is reduced to 1.03± acres by the Slope and Drainage and Public Utility Easement. Overall, the proposed acquisition does not impact the industrial utility or improvements of the site. The highest and best use of the remainder property is not impacted or changed by the acquisition. Therefore, there is no loss in market value to the remainder anticipated due to the partial acquisition.

HIGHEST AND BEST USE ANALYSIS

Highest and best use may be defined as the reasonably probable use of property that results in the highest value.

There are four criteria used in the highest and best use analysis process. These are:

1. **Legally Permissible Use**

   What uses are permitted legally under existing zoning, building codes, historic district controls, environmental regulations, deed (private) restrictions, and long-term lease provisions on the site in question?

2. **Physically Possible Use**

   What uses of the site are physically possible, given its size, shape, area, terrain, soils composition, accessibility, assembly potential, and risk potential from natural disasters?

3. **Financially Feasible Use**

   Which possible and permissible uses will produce a positive net return to the owner of the property?

4. **Maximally Productive Use**

   Among the feasible uses, which use will produce the highest residual land value consistent with the rate of return warranted by the market for that use?

HIGHEST AND BEST USE OF THE SITE, AS VACANT

LEGALLY PERMISSIBLE USES

Possible uses are constrained by legal restrictions on a property both private and public. As previously discussed, the subject is zoned IL –Industrial Light. The IL zone is applied to lands for manufacturing and associated retail or service activities, wholesaling, and other industrial uses, where the primary activity is conducted within a building or buildings, or in outdoor storage or activity areas. The most probable legal uses of the subject site as though vacant, is for industrial development.

PHYSICALLY POSSIBLE USES

The size, topography, and location of the subject are important factors in determining the use of the property. The size of the site can have a significant effect on the type of development that is possible and on the economies of scale. The subject is comprised of a single parcel totaling 1.219± acres, which is large enough to facilitate most all legal uses. The property is irregular in shape and has primarily level topography. The property is located at the terminus of Truck Street, and although frontage is average, it has minimal exposure. The site utility is adequate for development. Surrounding uses are primarily various industrial uses with some residential uses nearby. Given surrounding developments, and underlying zoning, as well as the utility of the site, the legally permissible uses are considered to be physically possible.

FINANCIALLY FEASIBLE USES

A proposed property improvement must be able to deliver an income return that, in turn, generates a market value sufficient to pay for the developmental costs, the undertaking of the risks involved, and a profit appropriate for the development.

The legally permissible and physically possible uses of the site include industrial uses. Typical developments in the immediate area consists primarily of industrial uses given similar underlying zoning designations. Analysis of lease, vacancy and capitalization rates and costs of construction indicate that development of industrial related projects is not currently financially feasible. This is further evidenced by the lack of development on the land sales presented later in the valuation analysis.

MAXIMALLY PRODUCTIVE USE

Considering the preceding factors, the maximally productive use for the subject property, is to hold for future industrial development until the industrial market strengthens and it is financially feasible to build.

HIGHEST AND BEST USE OF THE SITE AS IF VACANT – CONCLUSION

Considering all the preceding factors, the highest and best use of this site is to hold for future industrial development until the market conditions dictate development is feasible.

HIGHEST AND BEST USE OF THE REMAINDER

The acquisition was determined to not negatively affect the utility, desirability, or marketability of the remainder property. The highest and best use of the remainder parcel as if vacant remains the same as in the "before" condition, to hold for future industrial development until the market conditions dictate development is feasible.

VALUATION

VALUATION PREMISE

The larger parcel totals 1.219± acres in size, located near the terminus of Truck Street. The property is within an area consisting of industrial uses and vacant industrial zoned land. State Highway 49 is the primary arterial in the immediate area and is located approximately 1,200 feet east of the subject. The site is currently improved with an RV and auto repair facility. The major industrial building improvements are located outside of the proposed acquisition areas and are not negatively affected by the construction in the manner proposed, therefore, they are not included in the valuation and only the underlying land and impacted site improvements will be appraised. Site improvements located within the proposed acquisition area include a metal storage garage, site paving, underground electric conduit and stubs, wrought iron fencing and entry gate, and chain link fencing. Any impacted improvements within the TCE area will be replaced as part of construction contract work at no cost to the owner. Access to the property will be maintained during the construction of the project

The three accepted approaches to value are the Sales Comparison Approach, the Income Approach and the Cost Approach. The Sales Comparison Approach to value has been utilized as to determine the fair market value of the land. The Sales Comparison Approach compares the subject property to other vacant industrial and commercial sites that have recently sold in the market area and is usually the preferred method of valuation when comparable sales data are available. All properties were compared based on a price per square foot unit value, consistent with the market. The Income Approach and the Cost Approach were not used as these methods are not considered applicable to the appraisal problem; the valuation of the subject is not weakened by the exclusion of these approaches. However, elements of the Cost Approach will be utilized in determining the value of the site improvements in the proposed acquisition area, if any.

The proposed acquisition consists of the fee simple estate, encumbered fee, permanent easement, and temporary easement. Similarly, the rights appraised consist of fee simple, encumbered fee, and permanent and temporary easement. The appraisal was made in accordance with accepted valuation principles, consistent with California eminent domain law. Every effort has been made to conform to the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation.

As discussed, Truck Street is part of a "non-exclusive road and public utilities easement" which traverses the southern portion of the larger parcel and overlaps the proposed acquisition areas. Where land is subject to similar right of way areas, the owner of the fee has, in theory, only a right to use that part of the right of way which the holder of the rights does not use. As long as the road exists, it has for all practical purposes absorbed the full fee value. Given the limited probability of any future reversion, it is concluded the existing roadway area significantly encumbers the fee value and this underlying fee area is valued at $[redacted]

A temporary construction easement is required for project construction and is considered the rental of the property to estimate the compensation due the owner. An annual rate of return will need to be developed to reflect the expectation of property owners in the market. This annual rate will be applied to the fee value of the property to estimate the market value of the temporary easement.

There were no private transactions involving the sale of easements in the open market. As a result, an alternate methodology within the Sales Comparison Approach will be employed. Under the "undivided fee" interest rule the fee value of the land will be estimated. Each easement will be analyzed to determine what rights are transferred to the easement holder and what residual rights are retained by the owner in the easement area. The estimate of value will be based on what the owner has lost, not what the condemner has gained. The value of the easement will be represented as a percentage of the fee value.

The legal description provided indicates that the permanent easements are for slope and drainage and for public utilities. As previously discussed, the combined easements are concluded to consist of 95% of the total fee value.

VALUATION OF THE LARGER PARCEL (LAND ONLY)

The initial stages of the appraisal process include the investigation, organization, and analysis of relevant market data and other information that relates to the value of the subject property. By searching public records and interviewing buyers, sellers, real estate agents, and others, we have found data pertaining to sales of properties reasonably comparable to the subject property.

Based on the subject's industrial commercial zoning and general plan designation, industrial zoned land sales were researched. Discussions with local brokers revealed that industrial zoned property sales are limited within the area. The most similar property type was sited to be a secondary commercial property. Therefore, given the limited number of industrial land sales within the region, the search was expanded to include commercial land. Additionally, resources utilized in the extensive search for comparable data included; 1) our internal database, 2) MLS, 3) Costar, and 4) LoopNet. The following sales were considered meaningful in providing an indication of value for the subject property.

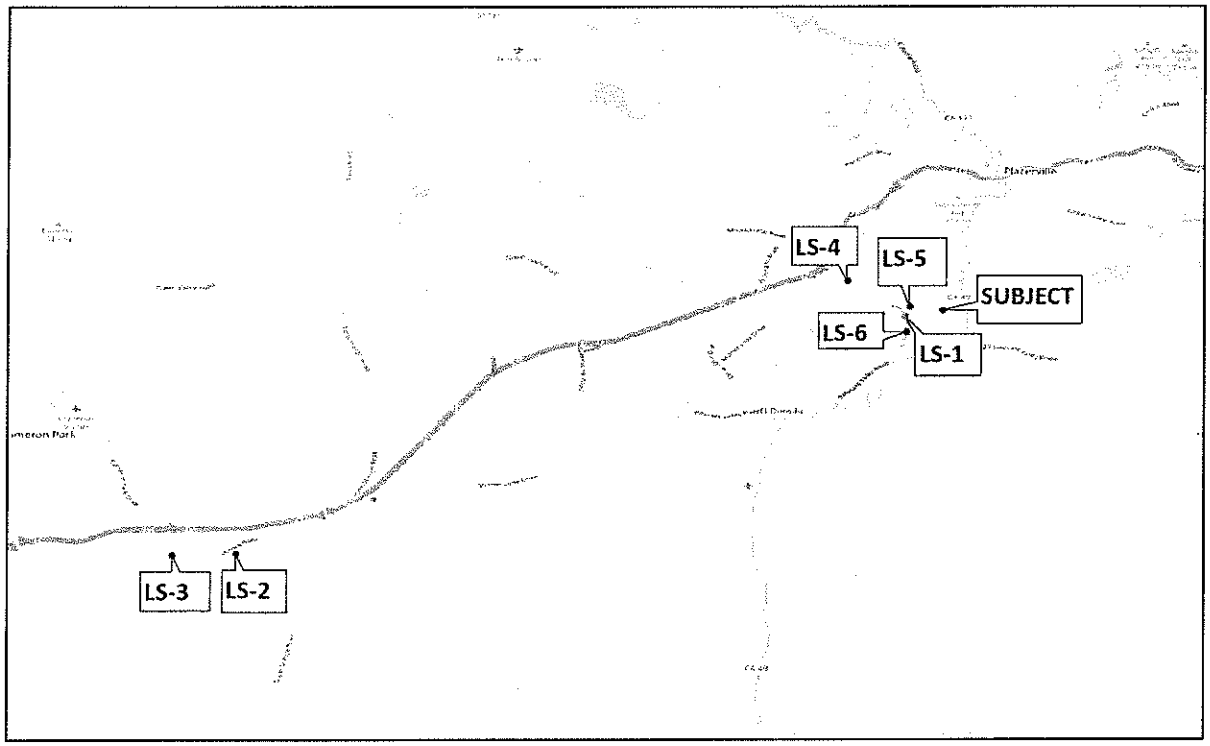
COMPARABLE LAND SALES SUMMARY TABLE

Sale # / DC #	Location / APN No.(s)	Seller / Buyer	Sale Date / Doc #	Sale Price	Zoning / GP Des.	Size Acres / SF	Price / SF
LS-1 / 4756	3420 Wedge Hill Road Placerville, CA / APN: 327-260-028	Griswold Trust / Adolf Zierke	8/14/19 / [redacted]	[redacted]	CG / Commercial	3.74± / 162,914	[redacted]
LS-2 / 4703	South of Durock Road, west of Business Drive Shingle Springs, CA / APN: 109-240-009	Airpoint Global / Jeremiah & Lea Curtis	8/29/19 / [redacted]	[redacted]	IL / Industrial	5.00± / 217,800	[redacted]
LS-3 / 4708	3341 Durock Road Cameron Park, CA / APN: 109-214-012	Good Dog LLC / Daniel Lowrance	2/1/19 / [redacted]	[redacted]	CC / Commercial	1.00± / 43,560	[redacted]
LS-4 / 4710	South side of Missouri Flat Road, west of Forni Road Placerville, CA / APN: 327-213-003	Rolland & Janelle Tubbs / Richard & Trudi Ahart	12/7/18 / [redacted]	[redacted]	CC / Commercial	0.82± / 35,719	[redacted]
LS-5 / 4702	40-50 Old Depot Road Placerville, CA / APNs: 327-250-037 & -038	Joh & Troy Faber / County of El Dorado	9/21/18 / [redacted]	[redacted]00**	IL / Industrial	2.09± / 91,039	[redacted]
LS-6 / 4759	East side of Missouri Flat Road Placerville, CA / APNs: 329-261-021 & -022	Charity K. Peters Family Trust / Jeffrey Gutierrez	12/11/17 / 2017-0056162	[redacted]	CG / Commercial	1.50± / 65,339	[redacted]
Subject	521 Truck Street Placerville, CA / APN: 051-250-039	Appraisal	---	---	IL / Industrial	1.219± / 53,120	---

*Based on usable site area

**Based on land value only

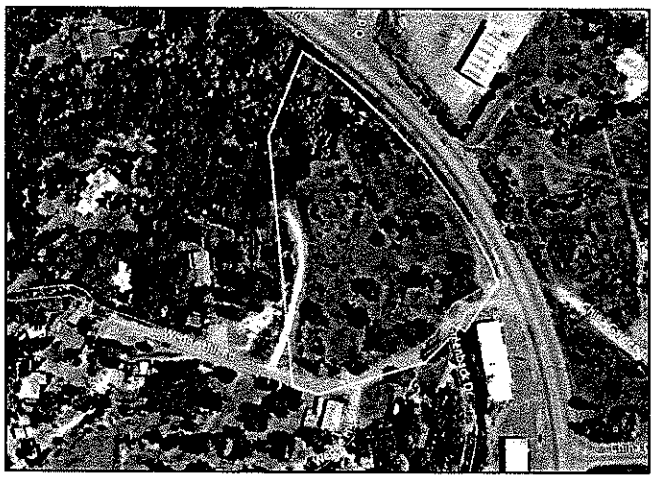
COMPARABLE LAND SALES MAP



DISCUSSION OF SALE COMPARABLES

The property appraised is a vacant site zoned for industrial uses. Given limited sales data, and physical differences between the comparable sales selected for analysis, differences in physical characteristics were considered qualitatively. Clearly, the results of the analysis of each comparable are not absolute; therefore, the appraisers consider the strengths and weaknesses of the analysis in the reconciliation process by giving more or less weight to specific comparable properties. In the analysis of the individual comparable sales, property characteristics identified that could have an impact on value are considered. The most significant property characteristics considered are property rights transferred, financing, conditions of sale, changes in market conditions, location, access, exposure, topography, zoning/general plan designation, shape, availability of utilities, and overall utility.

All of the properties analyzed are fee simple transactions and no significant adjustment is merited for property rights. It was reported that the sales were either cash, or cash equivalent and there were no unusual conditions of sale. With regard to changes in market conditions, the sales range in transfer dates from December 2017 to current. The appraiser's research of the market indicated that the market for commercial development land has remained stable with only minimal improvement over the past several years. Changes in market conditions are considered qualitatively in the final valuation analysis. Additional comparisons between subject and comparable sales are discussed as follows.



Comparable Land Sale 1

This is the sale of one parcel totaling 3.74± acres located at 3420 Wedge Hill Road in Placerville. This property sold August 14, 2019 for $[redacted] or $[redacted] per square foot and was an all cash sale. The site has dual street frontage with the main frontage along Missouri Flat Road; however, Wedge hill Road runs along the southern property line, although this is an interior rural residential street which provides access to the few residences located west of the site. The parcel is irregular in shape with upsloping topography from the Missouri Flat Road street frontage. The site has good visibility along Missouri Flat Road and good regional access, being located approximately one mile south of Highway 50. All utilities were reported as being available to the site. The property is zoned CG, Commercial General with a general plan designation of Commercial.

This comparable sale is larger than the subject, indicating upward pressure on the per unit value. Although the sale has superior commercial zoning and location along the highly trafficked Missouri Flat Road, it has steep topography and relatively dense trees. Overall, this sale Is inferior and indicates a value for the subject above $[redacted] per square foot.

Comparable Land Sale 2

This is the sale of a 5-acre parcel located in the Barnett Business Park. The parcel is located on the northwest corner at the end of Business Drive. Upon first glance, the parcel appears to be landlocked; however, the listing broker reported that at the close of escrow a prescribed easement was granted allowing access to this property from the adjacent vacant parcel located on Business Drive. While this property is located in the Barnett Business Park, it is not subject to the CC&R's the other properties in this business park have. According to the listing broker, this property had been on and off the market for several years. The original asking price was $[redacted] or $[redacted] per square foot. This property sold on August 29, 2019 for $[redacted] or $[redacted] per square foot. There was seller financing at [redacted]% interest, amortized over 30 years; however, according to the broker stated this did not affect the sales price. All utilities were reported as being available to the site. The site is not improved with curb and gutter. This property is zoned IL, Light Industrial with a general plan designation of Industrial.

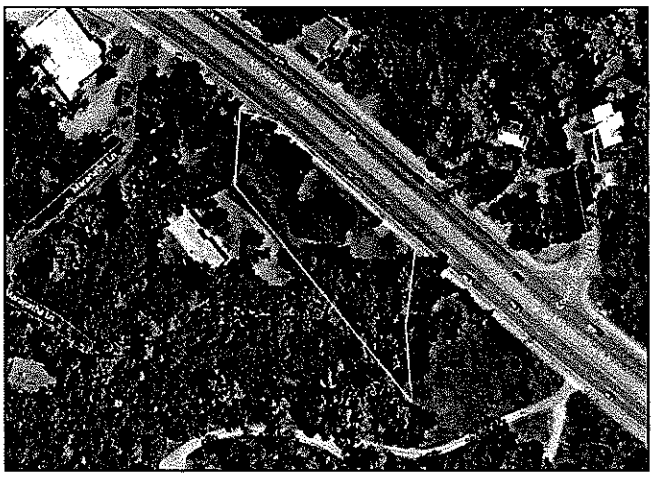
This sale property has similar topography, site shape and utility, and has a similar industrial zoning. Access to this property is inferior, as this parcel is accessed by an easement across an adjoining parcel and has not direct street frontage. The property is similarly located within an area established with industrial commercial development. The sale site is significantly larger at 5-acres, indicating upward pressure on the per unit value. The sale is concluded to be significantly inferior due to the larger size and lack of direct access and frontage, indicating a value well above $[redacted] per square foot.

Comparable Land Sale 3

This is the sale of one parcel totaling 1.00± acre located at 3341 Durock Road in Cameron Park. This property sold on February 1, 2019 for $[redacted] or $[redacted] per square foot, and had been marketed for over a year and a half. The parcel is generally square in shape and has a level topography. The site has dual street frontage, along both Durock Road and Saratoga Lane. It was reported all utilities were available to the site and the site is improved with curb and gutter. The location is on the southern end of a developed commercial and industrial area, with retail development to the north, and primarily rural residential development to the south and west. This property is zoned CC, Community Commercial and has a general plan designation of Commercial.

The sale is similar in size, level topography, and availability of utilities. The sale has superior commercial zoning which allows potential retail development; however, the location indicates a secondary commercial use. The site has superior, dual street frontage and access, as well as having off-site improvements such as curb and gutter in place. Overall, based on the superior zoning, frontage, and access, the sale is superior and indicates a value below $[redacted] per square foot for the subject.

Comparable Land Sale 4



This is the sale of one parcel totaling 0.82± acre. The property is located on the south side of Missouri Flat Road, west of Forni Road in Placerville. The parcel has an irregular, long and narrow shape, with approximately 315± linear feet of frontage along Missouri Flat Road. The property sold on December 7, 2018, for $[redacted], or $[redacted] per square foot. According to the listing broker, although the property has excellent frontage and exposure, interest was low due to the lack of depth to the site, which made future development difficult. After two months on the market, the adjacent property owner decided to purchase the property. Topography of the site is undulating, with a general upslope from Missouri Flat Road. The site has good visibility on Missouri Flat Road and good regional access, being located just a quarter of a mile south of Highway 50. Utilities were reported to be less than 500 feet from the site, and curb and gutter were in place. The zoning designation for this property is CC, Community Commercial with a general plan designation of Commercial.

This comparable is similar to the subject property in size and regional location in Placerville. The sale has several offsetting superior and inferior characteristics. The shape, topography, and overall utility of the sale site is inferior to the subject. However, the sale has superior commercial zoning and good visibility and access from Missouri Flat Road, a highly trafficked main thoroughfare in the area. Overall, the inferior site utility indicates a value above $[redacted] per square foot for the subject property.

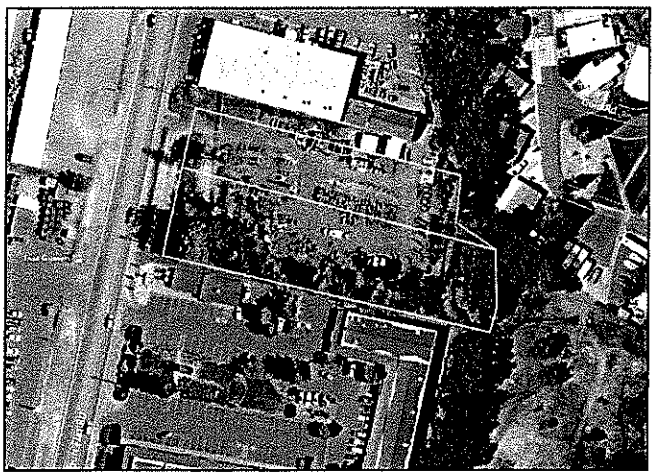
Comparable Land Sale 5

This is the sale of two parcels totaling 2.09± acres, located at 40-50 Old Depot Road in Placerville. Old Depot Road is located off of Missouri Flat Road to the northeast. This property sold September 2, 2018 for $[redacted] or $[redacted] per square foot. There was an existing 600 square foot industrial shop with a loading dock, reportedly with a contributory value of $[redacted], indicating an adjusted sale price for the land only of $[redacted], or $[redacted] per square foot. The property was marketed approximately 7 months before entering into contract. The buyer was the County of El Dorado, who purchased the site for the Parks and Recreation Department. For future development as a parking site for the adjacent El Dorado Trail walking path. The buyer stated that

this was a market transaction purchase, at market price. Surrounding uses include commercial industrial uses to the southwest, and rural residential uses. The site is rectangular in shape, with generally level topography. Utilities include electricity to the sites, and one parcel has public water while the second is serviced by a well. No off-site curb and gutter improvements were in place. This property is zoned IL, Light Industrial with a general plan designation of Industrial.

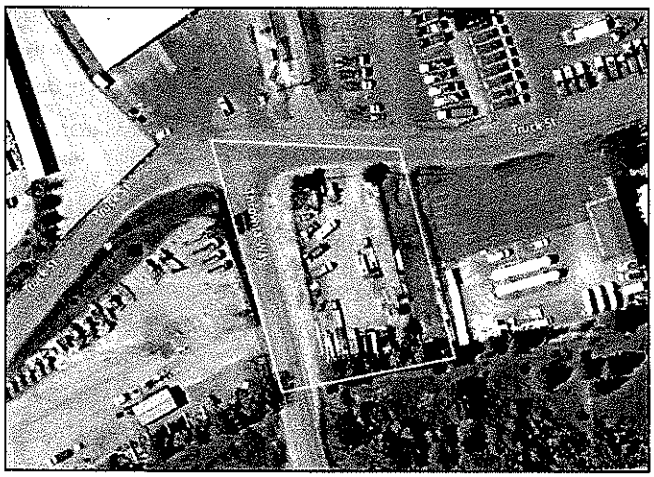
This sale site has similar industrial zoning, topography, and site utility. The sale has inferior location, frontage, and access. Overall, this sale is inferior, indicating a value above $[redacted] per square foot for the subject property.

Comparable Land Sale 6



This is the sale of two parcels totaling 1.50± acres located along the east side of Missouri Flat Road, south of Industrial Drive. The property sold December 17, 2017, for $[redacted] or $[redacted] per square foot. The property was purchased by the tenant of the adjacent property, which leases the adjacent True Value Hardware to the north. The buyer intends to use the site for yard storage. The parcels are generally rectangular in shape, with upsloping topography from the street frontage. The parcel has multiple trees on the site. Reportedly utilities were available for installation, but none were connected to the site. The property is zoned CG, Commercial General with a general plan designation of Commercial.

Although the topography and trees are inferior to the subject, this is more than offset by the multiple superior characteristics. The site has superior zoning, visibility, frontage and access off the highly trafficked Missouri Flat Road. Further, the sale was subject to buyer's incentives and use for assemblage. This sale indicates value below $[redacted] for the subject.



Additional Data

Currently listed for sale within the immediate area is a 1.0-acre site located at 560 Truck Street in Placerville, on the northeast corner of Truck Street and Throwita Way. The property is zoned IL, Light Industrial with a general plan designation of Industrial. The asking price is $[redacted] or $[redacted] per square foot. The site is rectangular in shape with a generally level topography. Water and electricity were reported as being available to the site within 500 feet, no public sewer is available, and there are no off-site curb and gutter improvements in place. The site is currently utilized as a fenced industrial storage yard, and although currently leased, the tenant does not intend to remain after the sale and the property is marketed as bare land. The listing broker, Mark Fuller, indicated that the property was listed highlighting the sites close-proximity to the upcoming Diamond Springs Parkway, and the asking price reflected that future location advantage potential. Considering that the asking price is directly impacted by the proposed project, and that the appraisal is of the site as is, with no consideration of project influence, it is reasonable that the subject would have a value below the asking price indicated by this site.

LAND VALUE CONCLUSION

Based on the previous discussion, the comparable sales indicate a bracketed range for the subject from approximately $[redacted] to $[redacted] per square foot as shown in the following table.

Sale No.	Subject Value	Sale Price/SF	Sale Date	Parcel Size
	Less Than / Greater Than			Acres
LS-3	<	[redacted]	02/2019	[redacted]
LS-6	<	[redacted]	12/2017	[redacted]
	Subject Property range from $[redacted] to $[redacted] per square foot			
LS-4	>	[redacted]	12/2018	[redacted]
LS-5	>	[redacted]	9/2018	[redacted]
LS-2	>	[redacted]	8/2019	[redacted]
LS-1	>	[redacted]	8/2019	[redacted]

The high end of the range of sales represents properties which have superior commercial zoning in comparison to the industrial zone of the subject. The lower end of the sales is represented primarily by larger industrially zoned sites, and a property with inferior site utility. Land Sale 6 at the high end of the bracketed range has better visibility and high traffic counts along Missouri Flat Road along with superior

commercial zoning. Land Sale 4, the lower end of the bracketed range, has site utility restrictions due to shape, topography, and trees, and although it has superior commercial zoning, is ultimately inferior to the subject. Based on the subject property's characteristics, a value of $[redacted] per square foot is concluded for the subject property.

As previously discussed, according to the plat and legal provided by the client, approximately 391± square feet of the proposed acquisition area, approximately 1,124± square feet of the slope and drainage and public utility easement and 4,084± square feet of the temporary construction easement are located within the existing Truck Street "non-exclusive road and public utilities easement" right-of-way. The underlying fee value within this right-of-way area is valued at $[redacted]

VALUE OF THE LARGER PARCEL (LAND ONLY)

Larger Parcel (Land Only)		
Encumbered – Roadway/PUE Easement – 5,599 SF	=	$ [redacted]
Unencumbered 47,521 SF x $[redacted]/SF	=	$ [redacted]
Total		$ [redacted]

VALUE OF THE PROPOSED ACQUISITION

The property being acquired is valued based on its contributory value as part of the larger parcel. This includes land (fee, all easements, except TCE's) and improvements located within the area of the acquisition. El Dorado County is proposing to acquire 0.011± acre, or 486± square feet, in a fee acquisition. Based upon the plans provided by the client, approximately 391± square feet of the proposed acquisition area are located within the existing Truck Street right-of-way. The remaining 95± square feet are unencumbered. El Dorado County is also proposing to acquire 0.077± acres, or 3,339± square feet for a slope and drainage and public utility easement. Based on the plans provided by the client, approximately 1,124± square feet of the proposed slope and drainage and public utility easement are located within the existing Truck Street right-of-way. The remaining 2,215± square feet are unencumbered. The multiple proposed easements being acquired, Slope and Drainage and Public Utility, is highly encumbering and as previously determined, these overlapping easements are concluded to encumber 95% of the underlying fee value within the acquired areas. The value of the acquisitions is presented as follows.

The value of the acquisitions is presented as follows.

LAND

Fee Acquisition:		
Unencumbered Area - 95± SF x $[redacted]/SF	=	$[redacted]
Encumbered Roadway/PUE Easement - 391± SF	=	$[redacted]
Total Fee		**$[redacted]**
Slope and Drainage and PUE Easements:		
Unencumbered Area – 2,215± SF x $[redacted]/SF x 95%	=	$[redacted]
Encumbered Roadway/PUE Easement – 1,124± SF	=	$[redacted]
Total Easement Acquisition		**$[redacted]**
Total Fee and Easement Acquisition		**$[redacted]**

IMPACTED SITE IMPROVEMENTS

Improvements within the acquisition area include 89 linear feet of wrought iron fencing, chain-link fencing, an 800 square foot metal storage garage, an underground electrical line with outdoor 2-outlets 645 square feet of concrete paving, and asphalt site and road paving.

Marshall and Swift, a cost estimate publication, was used to derive the current cost of the impacted improvements, which is then adjusted by local and current cost multipliers to account for market trends and area. A 5% contingency fee and a 10% management fee are added to the costs to account for the Owner's time and coordination. A depreciation factor of 20% is applied to the service garage shed and the wrought iron fencing.

According to the El Dorado County Department of Transportation, Truck Street is not a county-maintained road. It was reported that the road has been maintained cooperatively with the two adjacent parcels, sharing the costs on a pro-rata basis. As reported by an adjacent property owner, Truck Street was last paved in January 2017, for a reported total cost of approximately $[redacted] The cost of the area within the fee and slope and drainage and PUE easement acquisition areas, for a total of 3,180 square feet for both the road and site asphalt paving is included in the acquisition. The cement and asphalt paving are estimated to be 30% depreciated. The client has reported that the chain-link fencing will be replaced in-like-kind as part of the construction contract work. Any impacted improvements within the TCE area will also be replaced as part of construction contract work at no cost to the owner.

Service Garage Shed (Sect. 14/Pg. 32, Class S-Avg.)		
800 SF x $[redacted]/SF x 1.15 x 80%	=	$ [redacted]
Wrought Iron Fencing (Sect. 66/Pg. 4)		
89 LF x $[redacted]/SF x 1.15 x 80%	=	$ [redacted]
Underground electrical (Sect. 54/Pg. 1)		
3 Phase x $[redacted] x 1.15	=	$ [redacted]
Trenching for electrical (Sect. 54/Pg. 1)		
100 LF x $[redacted]/SF x 1.15	=	$ [redacted]
Concrete Paving (Sect. 66/Pg. 2)		
645 SF x $[redacted]/SF x 1.15 x 70%	=	$ [redacted]
Asphalt Paving (Sect. 66/Pg. 2)		
3,180 SF x $[redacted]/SF x 1.15 x 70%	=	$ [redacted]
Total Improvements		$ [redacted]

TOTAL VALUE OF THE PROPOSED ACQUISITION

The total value of the proposed acquisition, which includes the land and the site improvements within the acquisition area, is presented below:

Value of the Proposed Acquisition (Fee and Easements):

Land	$ [redacted]
Site Improvements	$ [redacted]
Total	**$** [redacted]

VALUE OF THE REMAINDER AS PART OF LARGER PARCEL (LAND ONLY)

The value of the remainder as part of the larger parcel is its contributory value to the larger parcel. Deducting the part acquired (land) from the value of the larger parcel, land only, yields:

$[redacted] - $[redacted] = $ [redacted]

VALUE OF THE REMAINDER AFTER ACQUISITION, BEFORE BENEFITS

The acquisition was determined to not negatively affect the utility, desirability, or marketability of the remainder property. The acquisition is located along the southwestern corner of the site, partially within the existing roadway and public utility easement identified as Truck Street along the southern line of the property. The acquisition will not affect access to the site, and the shape of the site remains irregular in the after condition. While the size of the remainder parcel is smaller than the larger parcel in the before condition, the size difference is less than 1%. Previously presented market data indicates that similar sized properties are still desirable. As discussed, there is an RV and auto repair shop developed on the site. The utility and development potential of the remainder parcel are essentially unchanged in the after condition. Overall, the proposed acquisition does not negatively impact the utility, desirability, or marketability of the remainder.

The Value of the Remainder, After Acquisition, Land Only, Before Benefits is:

$ [redacted]

SEVERANCE DAMAGES

The value of the remainder as part of the larger parcel is compared to the value of the remainder as a separate parcel after acquisition to estimate the loss in value to the remainder as a measure of severance damages.

LOSS IN MARKET VALUE

Value of the Remainder as Part of the Larger Parcel		$ [redacted]
Value of the Remainder After Acquisition, Before Benefits	-	$ [redacted]
Loss in Market Value		$ [redacted]

CONSTRUCTION CONTRACT WORK

Any impacted improvements during the TCE will be replaced as part of construction contract work at no cost to the owner.

VALUE OF THE REMAINDER AFTER ACQUISITION, CONSIDERING BENEFITS

The appraisal process requires the valuation of the remainder as a separate and distinct parcel considering all the market forces that indicate any increase in value to the remainder property.

The Value of the Remainder After Acquisition, Land Only Considering benefits is:

$ [redacted]

BENEFITS

If the project results in an increase in value to the remainder resulting from the construction in the manner proposed, developing a new opinion of value will be considered; however, under California eminent domain law any potential benefits to the remainder can only be used to offset severance damages to the remainder. No measurable benefits inure to the remainder parcel due to the construction in the manner proposed.

GAIN IN MARKET VALUE

Value of the Remainder After Acquisition, Considering Benefits		$ [redacted]
Less: Value of the Remainder After Acquisition, Before Benefits	-	$ [redacted]
Gain in Market Value		$ [redacted]

VALUE OF THE TEMPORARY CONSTRUCTION EASEMENT (TCE)

The project design also requires a temporary construction easement from the larger parcel. The project proposes a 0.14±-acre (6,105± square feet) temporary construction easement. Based on the plans provided by the client, approximately 4,084± square feet of the proposed temporary construction easement area are located within the existing Truck Street right-of-way. The remaining 2,021± square feet are unencumbered. The temporary easement specifically is for ingress and egress for construction purposes "inclusive of such repairs, replacements, and removals as may be from time to time required as well as for other purposes incidental to construction of the project." It also allows stockpiling or parking of vehicles or equipment. The client indicates that for the subject property specifically, access to the construction areas will generally be maintained from the west, and access across the subject and Truck Street is regarded as secondary. Any impacted improvements within the TCE area will be replaced as part of construction contract work at no cost to the owner. Access to the property will be maintained during the construction of the project. Construction is proposed to begin in spring 2023 and is slated to be a two-year construction project. Per the client, the TCE should cover the time frame from the date of signing to an outset set date for construction completion, including a one-year warranty period for repairs and/or correction of defects in the work within 1-year from completion of construction. The TCE is anticipated to be in effect from approximately February 2020 through February 2027 or extend for a period of seven-years.

A temporary construction easement is considered the rental of the land. Valuation will be based on the estimated market rate of return to the land, applying that rate to the value of the required area per month for the period identified by the construction schedule. Historically, relatively low rates of return have been realized for long-term credit tenants, a typical ground lease scenario. From a buyer's perspective, the durability, length, and quality of the income stream are paramount factors. One would expect land rent factors, especially for relatively shorter lease terms on unimproved land similar to the TCE arrangements, to be negotiated at higher rates. Further, the rate also factors in the exclusive nature of the TCE, and typically includes the ability to extend the term of the lease on a short-term basis. Therefore, we have concluded a 10% annual rent factor has been used in this analysis.

As noted previously, a portion of the TCE area overlaps the existing roadway. Therefore, the underlying fee value is calculated at $[redacted] as follows.

Fee Value Encumbered Prescriptive Roadway:

Encumbered Roadway/PUE Easement - 4,084 SF		$	[redacted]
Unencumbered 2,021± SF x $[redacted]/SF	=	$	[redacted]
Total Land		$	[redacted]
Annual Rate of Return			10%
Annual Return		$	[redacted]
TCE Value for 7-Year Period		$	[redacted]

Considering the long-term duration of the TCE at 7-years, it is appropriate to discount the total amount back to the present value of the income stream given time value of money considerations. Applying what is considered to be a safe rate, similar to a 5-year T-bill which is currently 1.63% and typically ranges from 1.5% to 3.5%, therefore a discount rate of 2.0% will be applied to the annual payment stream yielding a discounted TCE value as follows:

Discounted TCE Value	$	[redacted]

FAIR MARKET VALUE CONCLUSION

Fee and Easement Acquisition (Land and Site Improvements)	$	[redacted]
Temporary Construction Acquisition	$	[redacted]
Net Severance Damages	$	[redacted]
Total	$	[redacted]
Rounded	**$**	[redacted]

APPENDIX

THANK YOU FOR YOUR CONSIDERATION!

For assistance, please contact:

Bender Rosenthal | 916.978.4900 | www.benderrosenthal.com

1401 Fulton Avenue, Suite 912 Fresno, CA 93721

BRI

BENDER ROSENTHAL INC.

BRI BENDER ROSENTHAL INCORPORATED

2020 BILLING RATES

Principal Project Manager	$250/hr.
Senior Project Manager	$220/hr.
Project Manager	$195/hr.
Senior Quality Control Auditor	$175/hr.
Senior Project Controller	$160/hr.
Quality Control Auditor	$125/hr.
Project Controller	$110/hr.
Sr. Designated Member (MAI/SRA/AI-GRS/ARA)	$225/hr.*
Designated Member (MAI/SRA/AI-GRS/ARA)	$180/hr.*
Appraiser III	$165/hr.
Appraiser II	$140/hr.
Appraiser I	$110/hr.
Senior Right of Way Specialist	$170/hr.
Senior Acquisition Agent	$165/hr.
Acquisition Agent	$125/hr.
Senior Relocation Agent	$160/hr.
Relocation Agent	$145/hr.
Senior Project Coordinator	$135/hr.
Project Coordinator	$105/hr.
Expert Land Consultant	$170/hr.
Managing Land Agent	$160/hr.
Principal Land Agent	$140/hr.
Senior Land Agent	$120/hr.
Land Agent II	$105/hr.
Land Agent I	$90/hr.
Administrative Support III	$ 90/hr.
Researchers	$ 85/hr.
Administrative Support II	$ 75/hr.
Administrative Support I	$ 60/hr.

*NOTE: For court or briefing preparation, depositions, any pre-trial conferences, court appearances, and related activities, the hourly rate is $450.

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.
dba HAMNER, JEWELL & ASSOCIATES
for
RIGHT-OF-WAY AND PROPERTY APPRAISAL SERVICES

City Project No. 20-018

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES, a private corporation ("Professional"), on this 11th day of August 2020 (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 Right-of-Way and Property Appraisal Services (the "Project").

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 51 of this Agreement, Sections 1 through 51 shall prevail.

2. Term. The term of this Agreement shall commence on the Effective Date and terminate on the 30th day of June, 2022 ("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. City may elect to extend this Agreement for one (1) additional two (2) year term, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

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** and the specific services delineated by the City Engineer in one or more written Service Requests submitted to Professional during the Term. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by Professional and the total compensation due Professional for such Services. Professional must sign and return these Service Requests before undertaking the services described therein. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional's work.

6. Compensation.

6.1. Amount, Time and Manner of Payment for Professional Services. City shall pay Professional according to the rates and timing set forth in the Compensation Schedule. On each anniversary date of the Effective Date, Professional will be allowed to increase prices with thirty (30) days' written notice to City. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Professional's published prices, whichever is lower. In all cases, City may cancel this Agreement if a requested price increase is not acceptable. City's total compensation to Professional for all Services, including any Service Requests, shall not exceed One Hundred Fifty Thousand Dollars ($150,000) ("Maximum Payment") annually, or Three Hundred Thousand Dollars ($300,000) over the two-year term of the agreement expiring June 30, 2022.

6.2. 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.

6.3. 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 thirty (30) calendar days of the Notice to Proceed 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. 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.

10. 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.

11. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

11.1. 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.

11.2. Professional Performance. Professional represents and warrants that all Services under this Agreement shall be performed in a professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such Services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to City.

11.3. 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.

11.4. 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.

11.5. 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.

12. 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.

13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. 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.

14. 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.

15. 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.

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 Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. 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.

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, 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.

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 Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable

value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(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.

20. 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.

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 Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by City shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

22. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

23. 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.

24. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

24.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars ($2,000,000.00).

24.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollar ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar ($1,000,000.00) limit for each employee's bodily injury by disease.

24.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. 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.

24.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars ($1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

24.5. Waiver of Subrogation. With the exception of professional liability, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Professional, its agents, employees, independent contractors and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

25. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the 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; (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) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (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. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), 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, 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.

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, 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.

29. 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.

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 Professional.

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: Nathan Bray, P.E.,
Interim Development Services Director / City Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380-5461

With courtesy copies to:

Churchwell White LLP
Attn: Douglas L. White, City Attorney
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional:

_____
Attn: _____
_____
_____

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

Adam Hutchings, P.E.
Development Services Department, Engineering Division
156 S. Broadway, Suite 150
Turlock, California 95380-5456
Telephone: (209) 668-5428
reements with subings@turlock.ca.us

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

34. 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.

35. 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.

36. 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.

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

38. 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.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

40. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

47. 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.

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

49. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

50. 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.

51. Time is of the Essence. Time is of the essence in this Agreement for each covenant and term of a condition herein.

[*Signatures on Following Page*]

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

PROFESSIONAL

Beacon Integrated Professional Resources Inc. dba Hamner, Jewell & Associates, a private corporation

By:_____

Print Name:_____
Title:_____

Date_____

CITY

City of Turlock, a California municipal corporation

By: _____
Toby Wells, P.E., City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Nathan Bray, P.E., Interim Development Services Director/ City Engineer

APPROVED AS TO FORM:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

SERVICE REQUEST NO. ___-___

CONSULTANT: _____

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Agreement for Right-of-Way and Property Appraisal Services ("Agreement") dated July 28, 2020, between the City of Turlock ("City") and _____ ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific right-of-way and property appraisal services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. ____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars ($_____).

2. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

By: _____
Nathan Bray, P.E., Interim Director of
Development Services / City Engineer

_____

By: _____

Title: _____

Date: _____

Address:

_____
_____
_____

Phone: _____

EXHIBIT A

JUNE 15, 2020

STATEMENT OF QUALIFICATIONS TO PROVIDE RIGHT-OF-WAY AND PROPERTY APPRAISAL SERVICES

HAMNER & JEWELL ASSOCIATES
Government Real Estate Services
a division of
Beacon Integrated Professional Resources, Inc.

PREPARED FOR
CITY OF TURLOCK
Development Services Department
Engineering Division
Attention: Adam Hutchings, P.E.
156 South Broadway, Suite 150
Turlock, CA 95380

BY
HAMNER, JEWELL & ASSOCIATES
Lillian Jewell
Managing Senior Associate
6051 N. Fresno Street, Suite 106
Fresno, CA 93710
PHONE (559) 412-8710
FAX (559) 493-5906
WWW.HAMNER-JEWELL.COM

JUNE 15, 2020

SENT VIA FEDEX

Adam Hutchings, Associate Civil Engineer
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380

Subject: **City of Turlock - Proposal for Right-of-Way and Appraisal Services**
City Project No. 20-018

Dear Mr. Hutchings:

Hamner, Jewell & Associates is pleased to submit this proposal to the City of Turlock County for a three-year Right of Way and Appraisal Services Retainer Agreement to aid the Development Services Department with future infrastructure projects that may require outreach and noticing to affected property owners, or real estate planning, budgeting, analysis, appraisal, and acquisition of real property rights.

Enclosed is our firm qualifications package. As you review the package, you will note that Hamner, Jewell & Associates specializes in providing the services that you are seeking. Since 1977, we have been assisting public agencies in evaluating and acquiring property rights for public projects. We have an extensive background working with public agencies and acquiring right of way for federally-funded bridge projects, roadway improvements and other public works projects. Our focus is specifically in handling real estate transactions for public agencies in conformance with the requirements of the California Government Code, the federal Uniform Act, and other applicable laws and funding regulations. We have an excellent working relationship with Caltrans and can aid the County in ensuring that right of way acquisition on FHWA/Caltrans-funded projects is completed in accordance with funding requirements. We acquire all types of property interests, including fee acquisitions, permanent and temporary easements, surface and sub-surface rights, temporary entry permits, licenses, and leases.

We have assisted the counties of Stanislaus, Merced, Madera, Fresno, Santa Barbara, Ventura, and San Luis Obispo, as well as many California municipalities and special districts in the Central Valley with their real estate needs, both on an on-call and project-by-project basis. We enjoy fully integrating into our client's teams and systems and we would look forward to establishing an excellent working relationship with the City of Turlock as its contract "right of way department" via a Right-of-Way Acquisition and Appraisal Services Retainer Agreement. Our highly experienced and effective staff, licensed by the California Department of Real Estate and experienced with handling the real estate aspects of local, state, and federally-funded public projects, is fully prepared to handle the County's right-of-way real estate needs. Additionally, our subconsultant appraisers are experienced right of way and eminent domain appraisers holding Certified General Real Estate Appraisal licenses issued through the California Office of Real Estate Appraisers (OREA).

In accordance with your submittal requirements, our statement of qualifications presented on the following pages contains information on our firm's background, services and history, staffing, qualifications, capabilities, project experience, scope of services, response time and client references.

We look forward to the opportunity to handle the City of Turlock's right of way needs and establishing an excellent working relationship with your City staff. Thank you for this opportunity to provide this submittal.

Sincerely,

Lillian D. Jewell
Managing Senior Associate
President, Beacon Integrated Professional Resources, Inc.
dba Hamner, Jewell & Associates

CORPORATE OFFICE: 530 Paulding Circle, Suite A
Arroyo Grande, CA 93420

CENTRAL VALLEY OFFICE: 6051 N. Fresno Street, Suite 106
Fresno, CA 93710

PHONE (559) 412-8710
FAX (559) 493-5906
EMAIL ljewell@hamner-jewell.com

CITY OF TURLOCK

Statement of Qualifications to Provide Right of Way Acquisition Services for Future Infrastructure Projects within the City of Turlock

General Information 1
Background 2
Services 3
Scope of Acquisition Services and Deliverables 5
Scope of Relocation Services 7
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Fees 11
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References 11
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General Information

FIRM NAME

Beacon Integrated Professional Resources, Inc.
dba Hamner, Jewell & Associates

TYPE OF COMPANY

California S-Corporation

ADDRESSES OF OFFICES

CENTRAL VALLEY

6051 N Fresno Street, Suite 106
Fresno, CA 93710

TELEPHONE (559) 412-8710

CORPORATE ADMINISTRATION

530 Paulding Circle, Suite A
Arroyo Grande, CA 93420

TELEPHONE (805) 773-1459

Fax (805) 773-2418

VENTURA COUNTY OFFICE

260 Maple Court, Suite 277
Ventura, CA 93003

AUTHORIZED CONTRACT CONTACT

Lillian D. Jewell
Designated Broker & President
ljewell@hamner-jewell.com

CERTIFICATIONS

Small Business Enterprise (SBE)
State of California DGS
Certification ID: 1424900
Renewal Date: May 31, 2021

Women's Business Enterprise (WBE)
Supplier Clearinghouse
VON #11080114
Renewal Date: January 25, 2021

Background

HAMNER, JEWELL & ASSOCIATES is a specialized real estate consulting firm that has provided right of way and governmental real estate acquisition and relocation services specifically to local public agencies since 1977. Our extensive client list includes public utilities, municipalities, counties, school districts, special districts, redevelopment agencies, nonprofit housing organizations, private developers, and engineering firms. Our firm has extensive experience working on federally funded projects and we know the requirements and need to complete the project right of way assignments utilizing the Caltrans Local Assistance requirements, including the Local Assistance Procedures Manual. All of the extensive number of bridge projects we have completed have utilized HBP federal funds. We will provide periodic performance and budgetary reports to the City, as requested, sufficient to provide required reports for funding monitoring. We maintain in-house accounting systems that comply with all contract and cost principles and procedures required for publicly funded projects.

Our primary specialization is acquiring real property rights, including easements and other partial interests, and providing mandated relocation assistance to property occupants on behalf of entities with the authority to acquire property by eminent domain. Our services are designed with the specific intent of successfully acquiring property by agreement, minimizing the instances in which eminent domain action might otherwise be required, but preserving the acquiring agency's right to initiate such action should it become a necessity.

We have acquired temporary and permanent easements or fee interests for roadways, bridges, sewer lines, waterlines, well sites, utilities, greenbelts, parks and construction areas. We have also acquired access rights, air rights, slope easements, drainage easements, and properties for redevelopment projects and capital improvement projects such as parks, public parking lots, bridges and sewer expansion projects. All of our work is done in accordance with the professional and ethical standards of the International Right of Way Association (IRWA) and in accordance with the provisions of the California Government Code, the federal Uniform Act, Caltrans and FHWA policies and procedures, and other applicable statutes and guidelines. We are familiar with, trained and experienced in implementing Caltrans and FHWA right of way acquisition requirements, and we routinely work with projects that are subject to Caltrans monitoring, oversight, and approvals.

Additionally, our services include acquisition and relocation planning, including drafting acquisition and relocation guidelines, relocation plans, replacement housing plans and relocation services for residential as well as business occupants. We also provide preliminary relocation surveys and cost estimates, market surveys, resource analysis, title analysis, representation in lease negotiations, related property management, utility relocation coordination, interfacing with construction managers on property and property owner issues, and other general real property consulting services. Our project planning work includes the preparation of Caltrans Right of Way Data Sheets when required.

Hamner, Jewell & Associates also maintains excellent working relationships with our subconsultant local **Certified General Real Estate Appraisers** experienced in providing narrative appraisals in conformance with not only USPAP requirements and the standards of the Appraisal Institute, but with an expertise in preparing narrative reports for government real estate needs in conformance with Caltrans policies and procedures and with the ability to support eminent domain action, when needed. Appraisal services will be provided by our Certified General Real Estate Appraiser subconsultants.

Services

Hamner, Jewell & Associates is pleased to offer our consultancy and services as an extension of the City of Turlock staff. Since we will work as an extension of the City staff, our goals are equivalent, and our processes will adapt to the timeline and procedures desired for the project while maintaining our firm's developed efficiencies and compliance with funding requirements.

PROJECT MANAGEMENT AND RIGHT OF WAY STAFF

Hamner, Jewell & Associates assigns a Senior Associate as project manager for each project. Since we often work on small projects that may only involve a few parcels, the project manager may or may not involve an additional right-of-way agent to complete the work. Assignments of support staff will depend on the volume and complexity of the work. **Our designated Project Manager, Danielle Gonzales**, will utilize our right-of-way field agents to support projects that require such additional staffing. Project Managers will handle all staffing oversight and project team coordination, provide monthly status reports, assess project needs and monitor schedules, budgets and deliverables. All of our Project Managers have right-of-way management training and many years of experience overseeing and implementing the right-of-way acquisition components of public projects. All of our right of way agents are licensed by the California Department of Real Estate and are licensed notaries public. These credentials reflect the depth of technical knowledge and experience that our staff offers. We operate from three physical offices: Fresno, Ventura, and our corporate office in Arroyo Grande in San Luis Obispo County. We also operate remotely throughout the Central Valley and Central Coast, our primary service areas.

PROJECT SUPPORT TEAM

Hamner, Jewell & Associates maintains a support staff that includes Transaction Coordinators, an Escrow Coordinator, and a mapping specialist to provide expert, cost-effective support to our Real Property Agents and Project Managers. Transaction Coordinators draft offer packages for our agents' review and finalization. Their support gives us the capability of cost-effectively providing real estate services for projects. Our Escrow Coordinator has fifteen years of experience in escrow , bringing amazing knowledge and capabilities in-house to coordinate with escrow and title officers, obtain title clearance documents (subordinations, reconveyances, quitclaim deeds) from lenders, leaseholders and other lienholders, and cost-effectively and professionally ensure that our signed agreements get successfully converted into closed escrows and recorded deeds that effectively transfer title to our clients. We understand that this is the ultimate goal of concluding a real estate acquisition transaction.

APPRAISAL TEAM

Our subconsultant appraisal team includes appraisers from K.R. McBay Company and RowLand Valuation. Both of these firms bring a wealth of experience in valuing properties in Turlock and Stanislaus Counties including agricultural, commercial, industrial, residential and special use properties. We understand the value of a coordinated appraisal and acquisition effort, while also appreciating the separation of the valuation and acquisition functions to support a perception of independence and fairness in the determination of just compensation. Separating the valuation process from the acquisition agent supports a perception of non-bias and avoids conflicts of interest, which tends to increase owner trust and

receptiveness to the acquisition agent and the agency's offer. For these reasons, we utilize independent fee appraisers under contract to our firm to complete the appraisal and review appraisal requirements for each project.

QUALIFIED APPRAISERS

Kenneth McBay, MAI, Certified General Real Estate Appraiser License # AG008218
Mark Souza, Certified General Real Estate Appraiser License # AG043526
Melody Bold, Trainee Real Estate Appraiser License # 3005424
K.R. McBay Company
Turlock, CA

Michael E. Lockard, MAI, R/W-AC, Certified General Appraiser License # AG011733
RowLand Valuation
Ripon, CA

TYPES OF PROJECTS

For forty years, Hamner, Jewell & Associates has acquired temporary and permanent easements or fee interests for roadways, intersections, bridges, sewer lines, waterlines, well sites, utilities, greenbelts, and construction areas. We have also acquired access rights, air rights, slope easements, drainage easements, and properties for housing, redevelopment, and capital improvement projects such as parks, public parking lots, sewer expansion projects, water reservoirs, well sites, downtown redevelopment, parking structures and libraries. Such work is done in conformance with State and Federal laws, including the California Government Code and the Uniform Relocation & Real Property Acquisition Policies Act.

Additionally, our services include acquisition and relocation planning, including drafting acquisition and relocation guidelines, relocation plans, and replacement housing plans. We also provide preliminary relocation surveys and cost estimates, market surveys, resource analysis, title analysis, representation in lease negotiations, related interim property management, utility relocation coordination, interfacing with construction managers on property and property owner issues, and other general real property consulting services.

The following pages outline our firm's standard scope of service offerings and the tasks that may be undertaken in our approach to City projects.

Scope of Acquisition Services and Deliverables

PROJECT PLANNING PHASE

- Project team kick-off meeting. Review preliminary project plans and conduct initial site visit.
- Jointly establish acquisition policies and procedures.
- Actively participate in field checks with engineers and appraisers.
- Perform preliminary property investigations including obtaining County Assessor information and review of any previous client correspondence and contacts with property owners.
- On Caltrans projects, prepare valuation portion of Right of Way Data Sheets.
- On Caltrans projects involving relocation impacts, prepare Relocation Impact Reports or plan.
- Initiate preliminary owner contacts to obtain information that may assist in design plan completion and appraisal preparation.
- Obtain Permits to Enter for project planning studies, when requested.
- Prepare proposed acquisition documents for staff review and pre-approval.
- Provide real estate acquisition cost estimates to assist in routing and site selection decisions.
- Communicate and coordinate with County staff, legal counsel, appraisers and engineers to minimize potential property acquisition complications and costs.

PRE-OFFER PHASE

- Obtain and review preliminary title reports.
- Obtain and review appraisals from qualified licensed Certified General Appraisers experienced in completing appraisals in conformance with the Appraisal Institute and project funding requirements.
- Obtain a formal Appraisal Review on federally-funded projects.
- Review final project plans and communicate with project design engineers to assure thorough understanding prior to contacting property owners.
- Prepare and maintain required parcel diaries.
- Prepare correspondence, forms, easement and right-of-way agreements, purchase offer letters, and deeds for property owners.
- Prepare Appraisal Summary Statements reflecting relevant appraisal data, in conformance with State law.
- For partial acquisitions, prepare an information package including plans, diagrams, etc., indicating the specific area to be acquired, and addressing any effects of the acquisition on the remainder parcel.
- Set appointments for offer presentations after receiving client approval of the appraisal and authorization to proceed with offer presentations.

NEGOTIATION PHASE

- Deliver each offer to property owners and explain project details, the written offer, the Summary Statement, and governmental acquisition procedures.
- Respond to the owners' requests for supplemental information.
- Gather and review information submitted by the property owners, and transmit to staff, appraiser, engineer, or legal counsel, if appropriate.
- Coordinate interim vacancy payments with owners whose tenants are relocated prior to City possession of the property.
- Prepare periodic status reports and maintain open communication with staff at all times.
- Respond to all concerns in a prompt, impartial manner while attempting to obtain an amicable mutually acceptable agreement.

NEGOTIATED AGREEMENT

- Prepare purchase and transfer documents, including escrow instructions and supplemental paperwork, if required.
- If required, prepare an Administrative Settlement memorandum for the file and confirm County staff pre-approved support.
- Obtain signatures.
- Notarize documents.
- Open an escrow, if appropriate, and supply copies of all documents, title report, and supplemental information to escrow officer.
- Forward original documents to staff for submission to Board for formal approval and execution.
- Coordinate with owners, staff, escrow officer, title officer, recorder's office, beneficiaries, and others, handling all items necessary to successful closing.
- Transmit funds (or work with escrow) and closing documents to appropriate parties.
- Review and forward Policy of Title Insurance to staff, if such is obtained per agreement provisions.

CONDEMNATION

- Coordinate with legal counsel in preparing the necessary suit information in advance of filing.
- Prepare and mail Notices of Intent, if requested and within scope of work. (Actual notices usually are mailed by legal counsel.)
- Attend public Necessity Hearing if requested.
- Continue settlement negotiations if requested by legal counsel.
- Maintain open communication with client and legal counsel.
- Attend settlement conferences and/or mediation sessions, if requested and within scope of work.
- Act as Expert Witness, if called upon and within scope of work.
- Support legal counsel in any way helpful in achieving a stipulated settlement in lieu of ongoing litigation.

FOLLOW-UP

- Draft or contribute necessary acquisition data for Caltrans Right-of-way Certification, if required and included in Scope of Work.
- Maintain records in compliance with law.
- Review acquisition statistics upon project completion, providing an analysis of project acquisition costs, if requested.
- Provide construction coordination and consultation to ensure compliance with all agreements and requirements.

CONSTRUCTION COORDINATION (IF WITHIN SCOPE OF WORK)

- Prepare Construction and Restoration Reports/Construction Memos to summarize construction commitments for contractor, and for incorporation into construction specification documents.
- Prepare construction commencement notices to owners, when requested, per commitments made in RW Agreement or Deed.
- Field calls from owners during construction and act as intermediary in relaying information to City staff and/or contractor.
- Aid in resolution in any construction damage claim disputes and obtain owner sign off documenting restoration satisfaction and release.

Scope of Relocation Services

PROJECT PLANNING PHASE

- Determine relocation rules depending upon funding sources and adopted guidelines (Federal, State, Caltrans, CDBG, HOME, Section 104(d), RAD, et cetera).
- Update or prepare a relocation program for City adoption.
- Conduct preliminary relocation surveys, needs analysis and market surveys.
- Prepare a relocation plan and any required replacement housing plan.
- Develop preliminary relocation cost estimates.

PRE-OFFER PHASE

- Develop appropriate forms and notices for project use and obtain staff pre-approval.
- Give occupants preliminary information about project and the relocation process.
- Verify existing rents and utility costs.
- Update survey of real estate markets and compile a referral list. Determine availability of public housing when appropriate.
- Set up individual files for each occupant.
- Prepare a notice of eligibility and informational statement and receipt for each occupant.
- Arrange for a fixtures and equipment appraisal, if appropriate.

RELOCATION PHASE

Deliver notice of eligibility and informational statement as soon as possible after initiation of negotiations to acquire. Get receipts of delivery and explain the relocation process. Discuss relocation plans and update needs in a sensitive, open, and informative manner.

RESIDENTIAL

- Provide referrals to decent, safe and sanitary comparable housing.
- Determine the maximum replacement housing payment for each occupant.
- Assist occupants in securing replacement sites.
- Inspect new dwellings to determine decent, safe and sanitary status.
- Verify new rent rates. Calculate benefits in accordance with adopted guidelines.
- Obtain bids for moving and related costs.
- Complete claim forms and attach necessary documentation.
- Submit claims for payment.
- Disburse benefits to relocatees.
- Deliver 90-day notices to vacate.
- After Agency has acquired property, prepare and obtain rental agreements for remaining tenants.
- Deliver 30-day notices to vacate.
- Obtain keys when site is vacant.
- Inspect condition of premises; inventory items abandoned.
- Coordinate securing premises, if requested.

NON-RESIDENTIAL

- Provide referrals to alternate locations.
- Inspect new location to determine comparability and anticipated relocation benefits.
- Inventory improvements pertaining to realty, determine ownership and appropriate payments.
- Determine which improvements will be acquired and which will be relocated.
- Prepare Bills of Sale for acquired improvements.
- Check with Secretary of State for equipment liens.
- Obtain moving and related bids for physical changes and other eligible re-establishment expenses.
- Determine eligible actual moving costs/eligibility for "in-lieu" payment; gather necessary documentation for claims.
- Inspect new rental/lease agreements.
- Prepare claims.
- Process claims for payment.
- Disburse payments to relocatees.
- Coordinate with client and with legal counsel on any loss of goodwill claims.

FOLLOW-UP

- Maintain records in compliance with law.
- Review relocation statistics upon project completion, providing an analysis of relocation costs, if requested.
- Participate in the formal Appeals process, if called upon in conjunction with any filed relocation claim appeal.

History

Hamner, Jewell & Associates' Project Experience includes work for various clients throughout the Central Valley. The following are some of our more notable and recent projects.

COUNTY OF MERCED

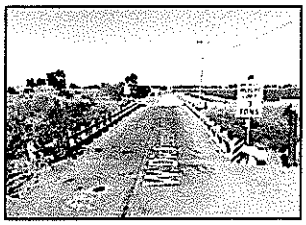
Since 2012, Hamner, Jewell & Associates has worked closely with the County of Merced under an on-call agreement to provide right of way services for various types of projects including bridge replacements, sidewalk infill projects, utility easements, and appraisal coordination efforts.

CONTACT

Matiel Holloway
Project Engineer
Merced County DPW
345 W. 7th Street
Merced, CA 95341
(209) 385-7601
mholloway@co.merced.ca.u

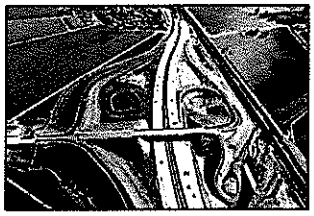
DICKENSON FERRY ROAD BRIDGE REPLACEMENT

On this federally-funded bridge replacement project, we provided acquisition services for five parcels and relocation services for one residential unit. Our work included obtaining rights of entry, partial fee acquisitions, a temporary construction easement and an easement for the Merced Irrigation District. The services on this project were performed under a Retainer Agreement with Merced County.



ATWATER-MERCED EXPRESSWAY

Hamner, Jewell & Associates served as relocation advisors for two businesses displaced by this road project, the Sundown RV Center and the Atwater Veterinary Clinic. We recently completed budgetary estimates for routing and acquired right of entry agreements for the environmental studies on Phase 2B of the AME project.



OTHER MERCED COUNTY FEDERALLY-FUNDED BRIDGE REPLACEMENT PROJECTS

Hamner, Jewell & Associates obtained right-of-entry agreements from property owners for inspections, survey work, environmental surveys and geotechnical surveys on the following federally-funded bridge replacement projects:

- Quinley Avenue Bridge over Black Rascal Creek (ROEs and currently starting acquisitions)
- Turner Island Road over West Delta Canal
- Los Cerritos Road over Dry Creek (ROEs and acquisitions)
- Jorgensen Road over Outside Canal (ROEs and currently finishing acquisitions)
- Baxter Road over Deadman Creek
- Atwater-Jordan Road over Atwater Canal
- Bunker Road over Quinto Creek
- Burchell Ave over Duck Slough (ROEs and currently working on acquisitions)
- Cottonwood Road over Outside Canal
- Santa Fe Avenue over Deadman Creek
- Kibby Road over Bear Creek (ROEs and acquisition)
- LaGrange Road over Dry Creek (ROEs and acquisition)
- Merced Avenue over MID Lateral No. 6'
- Moraga over Outside Canal

COUNTY OF STANISLAUS

Hamner, Jewell & Associates has completed various right of way acquisition projects for the County of Stanislaus. These projects include acquisitions for the Carpenter at Whitmore Signalization project and the Crow's Landing at Grayson Signalization project. Both of these projects involved right of way and temporary easement acquisitions from multiple owners.

Additionally, we are currently working on the Hills Ferry Road Bridge Project, which has involved extensive title research, conservation easement analysis, alignment planning and analysis, and early owner communication throughout the design process. Once the acquisition phase begins our team will be acquiring the right of way needed to build this project.

CONTACT

Shoaib Shrary
Associate Civil Engineer
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358
(209) 525-4133
ahrarys@stancounty.com

COUNTY OF MADERA

Hamner, Jewell & Associates has maintained an On-Call Retainer Agreement for Right of Way Acquisition and Relocation Assistance Services with Madera County since 2015. Our work for the County has included various forms of real property consultation and acquisition work for roadways, bridges, well sites and roundabout projects, and relocation assistance to residential occupants.

Our most recent effort was acquiring the right of way for a new road in downtown Oakhurst, called the Oakhurst Midtown Connector. HJA helped the County overcome various challenges and acquired land in fee, slope easement and temporary easements from 14 owners for the construction of this new road. Our services also included extensive owner and tenant communications and coordination with Caltrans in conjunction with the Right of Way Certification process..

CONTACT

Nancy Dronek
Real Property Agent
Public Works Department
Madera County
200 W. 4th Street, Suite 3100,
Madera, CA 93637
(559) 675-7811
Nancy.Dronek@co.madera.ca.gov

OTHER CLIENTS

Other projects throughout the Central Valley and Northern California regions have included work for the State of California on the High Speed Rail project, current work with the Delta Conveyance Authority on the Delta Conveyance pipeline project, as well as work for various local agencies throughout the region including Gustine, Rancho Cordova, Cutler-Orosi, Farmersville, Exeter, Sanger, Porterville and the City of Woodlake. We currently have a pending project with the City of Turlock for the Taylor and Walnut Signalization project.

Response Time

Hamner, Jewell & Associates has the availability to undertake any right of way assignments tasked under this Retainer Agreement. The specific delivery schedule for each task will be outlined by our project management team as the task is assigned. We will work closely with the City to ensure that right of way work is completed in a proactive manner to protect project schedules and funding deadlines.

Hamner, Jewell & Associates takes great pride in our ability to provide cost-effective services. With each task order we analyze the specifics of the project to provide accurate estimates. Our project managers delegate tasks to our support staff to control the budget and ensure we are efficiently utilizing our firm's resources to bring the City's projects to fruition. Our firm makes every effort minimize the need for supplemental task orders by providing accurate estimates in our proposals and controlling the budgets to ensure our firm is accountable to the City and its taxpayers. We invoice monthly for services and costs rendered and the Project Manager utilizes our project management software, Deltek Ajera, to monitor and manage budgets throughout the project.

In addition to these cost-control measures we utilize online databases and tools from title companies and our appraisers access MLS databases to obtain market data and property information. Our staff is familiar with utilizing various tools to track small and large projects in Access, SharePoint, or Excel, and we streamline company and project communications and tracking through the use of Microsoft Teams.

Fees

We will only bill for actual time and expenses expended on each project. For any unused budget, the City will keep the difference as a cost saving. Fees are included in a separate sealed envelope, as required by the City's RFQ specifications.

Public Agencies

As demonstrated through prior sections of this proposal, for over forty years, Hamner, Jewell & Associates has provided real property acquisition services to local public agencies throughout San Luis Obispo, Santa Barbara, and Ventura Counties, as well as agencies throughout the Central Valley, including Stanislaus, Merced, Madera, Fresno, and Kings Counties as well as the Cities of Farmersville, Fresno, Woodlake, Hanford, Exeter, and Rancho Cordova. Our extensive experience working with State, County, and Local public agencies enables us to knowledgeably integrate our team with project teams of various structures and sizes.

References

In addition to those client contacts referred to in the Example Projects section, the following are client references who are familiar with our right of way acquisition work on transportation related projects.

Shoaib Ahrary	**Joe Giulian**	**Ramon Lara**
Associate Civil Engineer	Deputy Director	City Administrator
Stanislaus County	Merced County	City of Woodlake
Public Works	DPW-Roads Division	350 N. Valencia Blvd.
1716 Morgan Road	345 West 7th Street	Woodlake, CA 93286-1244
Modesto, CA 95358	Merced, CA 95341	(559) 564-8055
(209) 525-4133	(209) 385-7601	rlara@ci.woodlake.ca.us
ahrarys@stancounty.com	joe.giulian@countyofmerced.com	

Appendix

RESUMES

LICENSES

WORK SAMPLES
Right of Way Data Sheet | Right of Entry Agreement | Waiver Valuation

FEE SCHEDULE
(IN SEPARATE ENVELOPE)

LILLIAN D. JEWELL

PRINCIPAL & MANAGING SENIOR ASSOCIATE

Lillian Jewell has been the Managing Senior Associate of Hamner, Jewell & Associates since 1990, and since 1979 has spent her entire career in real estate. Ms. Jewell has functioned in a primary role in residential, commercial, and agricultural land negotiations and acquisitions for cities, counties, special districts, water agencies, utilities, and redevelopment agencies spanning from San Diego County to the northern portions of the Central Coast, Central Valley, and the Silicon Valley. Prior projects managed have included federally-funded freeway interchange projects, the acquisition of sites for federally-funded transportation centers, Metrolink stations, and transit maintenance facility sites, as well as several park acquisitions, many roadway and public trail projects.

Over the years she has had extensive specialized training in the governmental real estate sector through professional courses and seminars offered by the International Right of Way Association, CalTrans, FHWA, FRA, HUD, CRLA (continuing legal education) and through the Ventura Center for Dispute Resolution. Courses have also included Understanding Environmental Contamination in Real Estate Transactions. Ms. Jewell has a lengthy resume of experience in providing acquisitions, sales of excess lands, and interim property management in conjunction with transportation, public works, housing and redevelopment projects. She is a "hands-on" manager who closely monitors project progress and maintains direct relationships with our clients and project teams.

THOROUGHLY VERSED IN:

- Federal Uniform Act
- State Government Code
- Eminent domain requirements
- Caltrans policies and procedures
- Organizational Leadership and Project Management
- Drafting relocation guidelines, plans, and cost estimates
- Central Coast and Central Valley real estate

TYPES OF PROJECTS MANAGED:

- Fee purchases of vacant and improved properties
- Easement acquisition for pipelines and street widening
- Sidewalk and Bike Path projects
- Project Panning, Budgetary Estimates and Right of Way Data Sheets
- Securing Rights of Entry
- Relocation Assistance
- Freeway interchange projects
- Acquisition of sites for federally funded transportation
- Transit maintenance facility sites
- Park acquisitions
- Roadways and Bridges

LICENSES

Corporate Real Estate Broker
Licensed Real Estate Broker:
DRE #00704804

EDUCATION

B.A., University of California, Santa Barbara

TRAINING

IRWA Courses:

- Course 105 – The Uniform Act: Executive Summary
- Course 502 – Business Relocation
- Course 505 – Residential Relocation
- Course 802 – Legal Aspects of Easements
- Course 804 – Skills of Expert Testimony
- Course 901 – Engineering Plan Development & Application

The Negotiation and Dispute Resolution Course offered by the Ventura Center for Dispute Settlement

CLE International Eminent Domain Conference

FRA: Acquisition, Appraisal Concepts, and Administrative Settlement
Comprehensive Rehabilitation Services Workshop: "All the Right Moves—Tenant Assistance and Relocation in HUD Programs"

Post graduate studies include courses in:

- Real Estate Law
- Real Estate Principles & Practice
- Property Management

AWARDS

- Chapter 47 IRWA Professional of the Year 1993, 2000

MEMBERSHIPS AND LEADERSHIP

- International Right of Way Association Chapter 47, Central Coast
- American Public Works Association
- Twice Past President and International Director of Chapter 47 IRWA
- Current President of IRWA Chapter 47
- RW Consultant's Council

DANIELLE GONZALES

LICENSES

California Real Estate License:
DRE #01489043
California Notary Public

EDUCATION

B.A California State University, Fresno

TRAINING

Caltrans R/W Academy certified for right of way acquisition, County of Madera
FHWA workshop - Program Management
IRWA Courses:

- Course 410: Reviewing Appraisals in Eminent Domain
- Course 501: Residential Relocation Assistance
- Course 803: Eminent Domain Law Basics for Right of Way Professionals

Department of Conservation: Williamson Act Regional Workshop Series

California State University Fresno: Real Estate Principles, Real Estate Finance, Real Estate Practices

Economic Trends in California Real Estate: The Realty Almanac

Due Diligence and Disclosures
Landlords, Tenants and Property Management

MEMBERSHIP & LEADERSHIP

International Right of Way Association
Chapter 50, Fresno
Past President 2012-2014
Vice President 2019-2020

SENIOR ASSOCIATE I

Ms. Danielle Gonzales is a highly effective and experienced right of way agent who handles a high volume of complex assignments for our firm. Prior to joining Hamner, Jewell & Associates in January 2014, Ms. Gonzales was the Real Property Agent for County of Madera for five years, handling all of their right of way acquisition for the County Roads Department. She is a qualified right of way specialist trained in federal, State, and local requirements in negotiating and acquiring right of way in conformance with Caltrans policies & procedures. At HJA, Ms. Gonzales has completed various projects for Fresno County, including American Avenue project. She also completed the federally funded Jaye Street Bridge project for Porterville and continues to represent Madera County

At the County of Madera, Ms. Gonzales was responsible for negotiating and acquiring right of way for many Madera County road, bridge, environmental, sidewalk, and maintenance district well projects. Specifically, Ms. Gonzales completed the 425B bridge, 450 bridge, and 600 bridge projects. While working for Madera County, she also served as the Utility Coordinator for the Road Department identifying utility conflicts, coordinating field meetings, relocating affected facilities and procuring utility agreements in accordance with federal, State, local and Buy America requirements.

THOROUGHLY VERSED IN:

- Federal Uniform Act
- State Government Code
- Eminent domain requirements
- Caltrans policies and procedures
- Central Valley real estate
- Agricultural Property Issues

TYPES OF PROJECTS MANAGED:

- Fee purchases of vacant and improved properties
- Temporary and permanent easement acquisition for public projects
- Acquisition of sites for federally and state funded transportation projects
- Federally-funded bridge projects

CATHY A. SPRINGFORD

SR/WA, R/W-RAC

CENTRAL VALLEY REGIONAL PROJECT MANAGER

Ms. Springford joined Hamner, Jewell in 2006, bringing with her an extensive background and over 25 years of experience in real estate, property management, and law. Ms. Springford is a highly-experienced project manager, negotiator, mediator, and former litigator adept in real estate & contract law. Ms. Springford has handled complex assignments involving right of way agreements between various public agencies, property acquisitions from private property owners, and residential and non-residential relocations in compliance with the Federal Uniform Relocation Act. Ms. Springford has extensive experience managing federally-funded local street improvement and bridge projects for the County of Merced, Cities of Fresno, Woodlake, Exeter and Farmersville, Santa Barbara, and San Luis Obispo as well as many other municipalities in the Central Valley and Central Coast.

She has handled important and complex assignments involving right of way agreements between various public agencies including the U.S. Army Corps of Engineers, the State Department of Water Resources, and Caltrans. Since joining our firm, Ms. Springford has also taken numerous specialized professional training courses offered through HUD, FHWA, Caltrans, FRA & IRWA. She has obtained her SR/WA (Senior Right of Way Agent) and R/W-RAC (Relocation Assistance Certified) Certifications from the International Right of Way Association.

THOROUGHLY VERSED IN:

- Federal Uniform Act
- State Government Code
- Eminent domain requirements
- Caltrans policies and procedures
- Central Valley real estate

TYPES OF PROJECTS MANAGED:

- Fee purchases of vacant and improved properties
- Temporary and permanent easement acquisition for public agencies
- Relocation Assistance – business and residential
- Freeway interchange projects
- Acquisition of sites for federally and state funded transportation projects
- Wastewater facilities projects
- Park acquisitions
- Federally-funded bridge projects
- Water projects
- Utilities projects, including PG&E and cable

LICENSES

Licensed Real Estate Broker: DRE #01419301
California Notary Public
California Licensed Attorney # 82951

EDUCATION

JD, University of San Francisco School of Law
B.A. Scripps College

TRAINING

Attended several Annual IRWA International Education Conferences

IRWA Courses:
Course 104 Standards of Practice for R/W Professionals
Course 105 The Uniform Act - Executive Summary
Course 209 Negotiating Effectively with a Diverse Clientele
Course 215 Right of Way Agents Development Program
Course 400 Principles of Real Estate Appraisal
Course 403 Easement Valuation
Course 431 Problems in Valuation of Partial Acquisitions
Course 501 Residential Relocation Course Assistance
Course 502 Business Relocation
Course 504 Computing Replacement Housing Payments
Course 505 Advanced Residential Relocation Assistance
Course 506 Advanced Business Relocation Assistance
Course 600 Introduction to Environmental Issues
Course 603 Understanding Environmental Contamination
Course 802 Legal Aspects of Easements (instructor)
Course 900 Principles of Real Estate Engineering

2010 Federal Agency Update (A Public Real Estate Symposium), FHWA Training for Program Managers, Caltrans, HUD and FRA Trainings

AWARDS

Chapter 47 IRWA, Professional of the Year 2009

MEMBERSHIPS AND LEADERSHIP

Current Education Chair and Past President of International Right of Way Association Chapter 50, Fresno

Past President and International Director of Chapter 47 (Central Coast) IRWA

Past President of:
- Auburn Area Chamber of Commerce
- Placer County Bar Association
- Placer Dispute Resolution Service (PDRS)
- Women Lawyers of Placer County
- Grover Beach Chamber of Commerce

J.T. KATAVICH

RIGHT OF WAY AGENT

LICENSES

California Real Estate License:
DRE #02109021

California Notary Public

EDUCATION

Masters of Education, San Diego State University

B.S. Journalism, SDSU

TRAINING

IRWA Courses;

- 100: Principles of Right of Way

Post Graduate Education:

- California Real Estate Principles
- California Real Estate Practices
- California Real Estate Appraisal

IRWA Region 1 Fall Forum Seminar

FHWA Resource Center Right-of-Way Workshop: "Uniform Act: Appraisal, Acquisition & Relocation Requirements Overview"

MEMBERSHIPS

International Right of Way Association Chapter 47, Central Coast - Young Professionals Chair

Mr. Katavich has been with Hamner, Jewell & Associates since January 2017. Originally joining our team as a business development professional, drafting and coordinating our proposal efforts, J.T.'s ability to learn and adapt to the right of way industry quickly lead to his involvement in project support. He has worked on federally-funded projects in a project support and right of way agent role and is thoroughly familiar with Caltrans right of way acquisition guidelines and Federal funding requirements.

He is skilled in mapping, acquisition impact analysis, Google Earth, scheduling, and tracking. Mr. Katavich conducts our in-house market data research and waiver valuations and coordinates with our subconsultants to authorize and monitor work schedules and milestones. His sharp research, writing and organizational skills brings capable experience to our HJA team. Additionally, he is adept to interpersonal communications which brings value in reaching out to and negotiating with property owners. He has specifically acquired numerous right of entry agreements from agricultural and rural residential land owners on behalf of the County of Merced for the Atwater Merced Expressway.

THOROUGHLY VERSED IN:

- CA Real Estate
- Federal Uniform Act
- Eminent domain requirements
- Caltrans policies and procedures
- Central Valley real estate

TYPES OF PROJECTS:

- Bridge projects
- Federally-funded acquisition for transportation projects
- Williamson Act Provisions
- Agricultural Valuation
- Local agency projects
- Right of Way Acquisition

JENNIFER MIZRAHI

LICENSES

California Real Estate License: DRE #02080090

California Notary Public

TRAINING

IRWA Courses;

- 100: Principles of Right of Way
- 104: Standards of Practice for the Right of Way Professional
- 105: Uniform Act Executive Summary
- 403: Easement Valuation

Attended numerous California Annual Escrow Association and Annual Education Conferences

California Real Estate Principles
California Real Estate Practices
California Real Estate Law
IRWA Region 1 Fall Forum Seminar

MEMBERSHIPS

International Right of Way Association Chapter 47, Central Coast - Education Committee Chair

ESCROW COORDINATOR

Jennifer Mizrahi joined Hamner, Jewell & Associates in October 2014, filling an important role as a specialist in processing and expediting escrow transactions to prompt smooth and expedited closings. Ms. Mizrahi brought to our team 11 years of experience as an Escrow Officer and over 16 years of experience in the escrow industry. She has worked for Chicago Title, Fidelity National Title, North American Title, where she was awarded a Gold level accomplishment and a Lifetime achievement award in 2015, and First American Title, as well as an independent escrow company in Los Angeles County. She has handled governmental acquisition escrows for residential, commercial, and mobile home land acquisitions. Ms. Mizrahi's problem-solving abilities, outstanding organization, and excellent communication skills make her a key asset to the Hamner, Jewell team. She was heavily involved in the California High-Speed Rail project, not only overseeing and processing large volumes of escrows and closings, but also preparing funds disbursement requests, construction memos, and providing project tracking and database management.

In January 2019, she elevated to Project Coordinator and subsequently upon receiving her California real estate license, became a Right of Way Agent I. Ms. Mizrahi has since obtained easement exchange agreements specifically for water pipeline easements on behalf of the Montecito Water District in conjunction with restoration work following the catastrophic debris flows that damaged District facilities. Ms. Mizrahi has been a board member position with the Santa Clarita Valley Escrow Association and is currently a member of the Central Coast Escrow Association. She is also serving as education chair for IRWA Chapter 47.

THOROUGHLY VERSED IN:

- Escrow coordination
- Deed preparation and recordation
- Title research, review, and clearance
- Obtaining subordinations and partial reconveyances
- Tax Cancellation & Williamson Act Clearance

TYPES OF PROJECTS:

- Bridge projects
- Roundabout projects
- Federally-funded acquisition for transportation projects
- Condemnation coordination
- Local agency projects
- Full and Partial Acquisitions
- Right of Way Acquisition projects
- Relocation assistance projects

KENNETH MCBAY

MAI, ARA, SR/WA, AI-GRS

LICENSES

Licensed Real Estate Broker:
CA DRE #00777996

Certified General Real Estate Appraiser
CA #AG008218

EDUCATION

M.S., Agricultural Management - California State Polytechnic University, San Luis Obispo

TRAINING

IRWA Courses:
Course 100 Principles of Land Acquisition
Course 400 Principles of Real Estate Appraisal
Course 402 Income Capitalization Approach
Course 403 Easement Valuation
Course 409 Integrating Appraisal Standard
Course 410 Reviewing Appraisals in Eminent Domain
Course 703 Real Property/Asset Management
Course 800 Principles of Real Estate Law
Course 802 Legal Aspects of Easements
Course 803 Eminent Domain Law Basics for Right of Way Professionals
AI Courses:
15-Hour National USPAP Course
Advanced Income Capitalization
Basic Appraisal Principles & Procedures
Business Practices & Ethics
Commercial Real Estate: Appraisal Engagement, Appraisal Reviews & Evaluations
Federal, State Laws & Regulations

AFFILIATIONS

IRWA – Fresno Chapter
Appraisal Institute – Sacramento Chapter
American Society of Farm managers & Rural Appraiser

APPRAISER

Mr. McBay has over 28 years of valuation experience. After graduation from college and service as an infantry in the U.S. Marine Corps, he began his real estate career with a property management and acquisition company providing acquisition and management analysis and valuation. He also worked with a major life insurance company as a real estate investment analyst, and for a major bank providing management and property valuation for acquired properties.

Mr. McBay began working as a fee appraiser in 1991 for appraisal firms in the Sacramento area. He started his own firm, K. R. McBay Company in 2000. He is the principal of K. R. McBay Company, a firm that appraises and consults on a wide range of property types for government agencies involved in eminent domain, for collateral valuation for lenders, and for property owners and investors. Property types appraised include: Agricultural properties such as orchards, vineyards, open cropland, agribusiness facilities such as grain elevators and fertilizer plants. Commercial properties include industrial, office, retail, multi-family, land, and subdivision properties. Specialty areas include: Conservation easement valuation and valuations for eminent domain purposes.

Mr. McBay's extensive experience and professional training have equipped him to deal with a wide range of complex appraisal assignments. Geographically, the firm appraises in an extensive area: From Fresno County in the South, to Butte and Yolo Counties in the North.

THOROUGHLY VERSED IN:

- Acquisition and Property Management analysis & valuation
- Federal Government & State Code
- Eminent domain requirements
- Appraisal of agricultural & commercial properties
- Organizational Leadership and Property Management
- Conservation easement valuation
- Valuation for eminent domain

TYPES OF PROJECTS:

- Right-of-Way Acquisition projects
- Federal, State, and Local Municipality projects
- City and County Projects
- Private individual & public projects
- Financial Institution projects
- Wildlife conservation projects
- School & Park acquisitions

MARK SOUZA

LICENSES

Certified General Real Estate Appraiser:
CA #AG043526

EDUCATION

B.S., Natural Resource Management - California Polytechnic State University, San Luis Obispo

TRAINING

Appraisal Institute Courses:
15-Hour National USPAP Course
Advanced Income Capitalization
Basic Appraisal Principles & Procedures
Business Practices & Ethics
Commercial Real Estate: Appraisal Engagement, Appraisal Reviews & Evaluations
Federal, State Laws & Regulations
General Appraiser Income Approach Part 1 & 2
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Report Writing & Case Studies
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation & Cost Approach
Real Estate Finance, Statistics, and Valuation Modeling
The Appraiser as an Expert Witness: Preparation & Testimony

MEMBERSHIPS

Appraisal Institute – Sacramento Chapter

APPRAISER

Mr. Souza is a Senior Appraiser with K. R. McBay Company, a real estate appraisal firm that engages in a wide variety of real estate valuation and consultation assignments. In 2007, Mr. Souza began his career in real estate as an associate appraiser with K.R. McBay Company. Mr. Souza has experience in the valuation of a wide range of commercial and agricultural properties. Specific property types have included: Office, retail, industrial, multi-family residential, rural residential, commercial and residential land; as well as mixed-use and special-purpose properties.

Special-purpose properties have included walnut huller/dryer facilities, aqua-culture facilities, dairy facilities and RV/mini storage facilities. Agricultural properties have included orchards, vineyards, and open cropland. Mr. Souza also has experience in the valuation of a variety of properties affected by eminent domain.

THOROUGHLY VERSED IN

- Appraisal of commercial, residential, agricultural, mixed-use, and special-purpose properties
- Eminent domain requirements
- Valuation of properties affected by eminent domain
- Bank Appraisal guidelines

TYPES OF PROJECTS

- Federal, State, and Local Municipality projects
- City and County Projects
- Private individual & public projects
- Financial Institution projects
- Wildlife conservation projects

MICHAEL LOCKARD

MAI, ARA, SR/WA, AI-GRS

LICENSES

Certified General Real Estate Appraiser: CA #AG043526

EDUCATION

California State University of San Diego, Bachelor of Science (Major: Real Estate, Minor: Economics)

TRAINING

The Appraisal Institute – over 15 courses

IRWA
Easement Valuation (C-403); The Valuation of Partial Acquisitions (C-421); Reviewing Appraisals in Eminent
Domain (C-410); Problems in the Valuation of Partial Acquisitions (C-431); Understanding Environmental Contamination in Real Estate (603); Corridor Valuation; Principles of Real Estate Appraisal; Principles of Land Acquisition; Property Descriptions (902); Alternative Dispute Resolution; Computing Replacement Housing
Payments; and, Ethics and the Right of Way Profession.

Federal Highway Administration (FHWA)
Real Estate Acquisition Under the Uniform Act: An Overview

MEMBERSHIPS AND LEADERSHIP

Appraisal Institute – Sacramento Chapter

APPRAISER

Michael E. Lockard, MAI, R/W-AC is a designated member of the Appraisal Institute with over 25 years of commercial and Right of Way valuation experience. Mr. Lockard specializes in regulatory compliant, full and partial acquisition appraisal and review assignments for public projects in Northern California. Based on over 500 completed appraisals involving 65+ public projects for public agencies and private owners, Michael has the skills and knowledge to provide reliable judgments for a wide variety of unique acquisition scenarios. Work for public agencies was performed in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act, Uniform Standards of Professional Appraisal Practice, California Department of Transportation (CALTRANS), and State and Federal guidelines.

THOROUGHLY VERSED IN

- ROW project estimates and value engineering
- Full and partial acquisition appraisals
- Permanent and temporary easements,
- Damages/benefits analysis
- Appraisal review
- Right of way appraisal consulting
- Detrimental damage analysis/study
- Tenant leasehold analysis
- Crop damage estimates

TYPES OF PROJECTS

- Federal, State, and Local Municipality projects
- City and County Projects
- Private individual & public projects
- Financial Institution projects

State of California

Bureau of Real Estate

Real Estate Officer License

Lillian D Bash Jewell

Beacon Integrated Professional Resources Inc

Corporation Identification Number: **01298223** *Expires:* **November 07, 2020**

MAIN OFFICE ADDRESS
530 PAULDING CIRCLE STE A
ARROYO GRANDE, CA 93420

FICTITIOUS BUSINESS NAME
• HAMNER JEWELL & ASSOCIATES

Real Estate Commissioner

Officer Identification Number: **00704804** *Issued:* **November 08, 2016** *Expires:* **November 07, 2020**

State of California

Bureau of Real Estate

Real Estate Salesperson License

Danielle Gonzales

BROKER AFFILIATION

BEACON INTEGRATED PROFESSIONAL
RESOURCES INC
530 PAULDING CIRCLE STE A
ARROYO GRANDE, CA 93420

Real Estate Commissioner

Identification Number: **01489043** *Issued:* **May 17, 2017** *Expires:* **May 16, 2021**

State of California

Department of Real Estate

Real Estate Broker License

Cathy A Springford

MAIN OFFICE ADDRESS

530 PAULDING CIRCLE SUITE A
ARROYO GRANDE, CA 93420

Identification Number: **01419301** *Issued:* **March 13, 2020** *Expires:* **March 12, 2024**

State of California

Department of Real Estate

Real Estate Salesperson License

Jennifer Bull Mizrahi

BROKER AFFILIATION

BEACON INTEGRATED PROFESSIONAL
RESOURCES INC
530 PAULDING CIRCLE STE A
ARROYO GRANDE, CA 93420

Identification Number: **02080090** *Issued:* **March 14, 2019** *Expires:* **March 13, 2023**

State of California

Department of Real Estate

Real Estate Salesperson License

John Thomas Katavich

BROKER AFFILIATION

BEACON INTEGRATED PROFESSIONAL
RESOURCES INC
530 PAULDING CIRCLE STE A
ARROYO GRANDE, CA 93420

Identification Number: **02109021** *Issued:* **March 05, 2020** *Expires:* **March 04, 2024**

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Kenneth R. McBay

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 008218

Effective Date: April 19, 2019
Date Expires: April 18, 2021

Jim Martin, Bureau Chief, BREA

3045104

THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Mark A. Souza

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 043526

Effective Date: January 11, 2020
Date Expires: January 10, 2022

Jim Martin, Bureau Chief, BREA

3048234

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Business, Consumer Services & Housing Agency

BUREAU OF REAL ESTATE APPRAISERS

REAL ESTATE APPRAISER LICENSE

Michael E. Lockard

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 011733

Effective Date: August 3, 2019
Date Expires: August 2, 2021

Jim Martin, Bureau Chief, BREA

3047384

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

RIGHT OF WAY DATA SHEET FOR LOCAL PUBLIC AGENCIES

(Form #)

To: District Division Chief
Division of Right of Way and Land Surveys

Date: 7/19/2018

Co. SB Rte. 166
Expense Authorization 1F300 (Roundabout Alt)

Attention: District Branch Chief
R/W Local Programs

Subject: **RIGHT OF WAY DATA SHEET - LOCAL PUBLIC AGENCIES**

Project Description:

Right of way necessary for the subject project will be the responsibility of SBCAG.

The information in this data sheet was developed by Psomas Engineering.

I. *Right of Way Engineering*

Will Right of Way Engineering be required for this project?

- No ____
- Yes ✓

- Hard copy (base map) ✓
- Appraisal map ✓
- Acquisition Documents ✓
- Property Transfer Documents ✓
- R/W Record Map ✓
- Record of Survey ✓

II. *Engineering Surveys*

1. Is any surveying or photogrammetric mapping required?

   No ____ Yes ✓ (Complete the following.)

2. Datum Requirements

   Yes ✓ Project will adhere to the following criteria:
   - Horizontal - datum policy is NAD 83, CA-HPGN, EPOCH 1991.35 and English system of units and measures.
   - Vertical - datum policy is NAVD 88.
   - Units - metric is not required.

   No ____ Provide an explanation on additional page.

3. Will land survey monument perpetuation be scoped into the project, if required?

   Yes ✓

   No ____ Provide explanation on additional page.

R/W Data Sheet - Local Public Agencies
Page 2 of 5

III. ***Parcel Information (Land and Improvements)***

Are there any property rights required within the proposed project limits?

No _____ Yes ✓ (Complete the following.)

	Part Take	Full Take	Estimate $
A. Number of Vacant Land Parcels			$
B. Number of Single Family Residential Units			$
C. Number of Multifamily Residential Units			$
D. Number of Commercial/Industrial Parcels			$
E. Number of Farm/Agricultural Parcels	2		$ 62,969
F. Permanent and/or Temporary Easements			$
G. Other Parcels (define in "Remarks" section)			$
Totals	2		$ 62,969

Provide a general description of the right of way and excess lands required (zoning, use, improvements, critical, or sensitive parcels, etc.).

To facilitate the proposed intersection improvements, partial easement acquisitions will be required from the agricultural properties on the east and west sides of Black Road south of SR-166. These "sliver" acquisitions impact agricultural land and no structural improvements will be affected.

IV. ***Dedications***

Are there any property rights which have been acquired, or anticipate will be acquired, through the "dedication" process for the Project?

No ✓ Yes _____ (Complete the following.)

Number of dedicated parcels 0

Have the dedication parcel(s) been accepted by the municipality involved?

V. ***Excess Lands / Relinquishments***

Are there Caltrans property rights which may become excess lands or potential relinquishment areas?

No ✓ Yes _____ (Provide an explanation on additional page.)

VI. ***Relocation Information***

Are relocation displacements anticipated?

No ✓ Yes _____ (Complete the following.)

A. Number of Single Family Residential Units _____
Estimated RAP Payments $ _____

B. Number of Multifamily Residential Units _____
Estimated RAP Payments $ _____

C. Number of Business/Nonprofit _____
Estimated RAP Payments $ _____

D. Number of Farms _____
Estimated RAP Payments $ _____

E. Other (define in the "Remarks" section) _____
Estimated RAP Payments $ _____

Totals _____ $ _____

VII. ***Utility Relocation Information***

Do you anticipate any utility facilities or utility rights of way to be affected?

No _____ Yes ✓ (Complete the following.)

		Estimated Relocation Expense		
Facility	Owner	State Obligation	Local Obligation	Utility Owner Obligation
A. Electric	PG&E	$	$ 169,000	$
B. Cable	Comcast	$	$	$ 15,200
C. Water	CCWA	$	$ 100,000	$
D. Sewer and Water	City of Santa Maria	$	$	$ 3,000
E. Gas	SoCal Gas	$	$	$
F. Communications	Verizon	$	$	$ 93,000
Totals		$ *	$ 269,000	$ 111,200
Number of facilities			2	3

*This amount reflects the estimated total financial obligation by the State.

Any additional information concerning utility involvement on this project?
See attached Utility Cost Estimate Worksheet

VIII. ***Rail Information***

Are railroad facilities or railroad rights of way affected?

No ✓ Yes _____ (Complete the following.)

Describe railroad facilities or railroad rights of way affected.

Owner's Name	Transverse Crossing	Longitudinal Encroachment
A.		
B.		

Discuss types of agreements and rights required from the railroads. Are grade crossings that require services contracts, or grade separations that require construction and maintenance agreements involved?

IX. ***Clearance Information***

Are there improvements that require clearance?

No ✓ Yes _____ (Complete the following.)

A. Number of Structures to be Demolished _____
Estimated Cost of Demolition $ _____

X. ***Hazardous Materials/Waste***

Are there any site(s) and/or improvements(s) in the Project Limits that are known to contain *hazardous materials*? None ✓ Yes _____ (Explain in the "Remarks" section.)

Are there any site(s) and/or improvement(s) in the Project Limits that are suspected to contain *hazardous waste*? None ✓ Yes _____ (Explain in the "Remarks" section.)

XI. ***Project Scheduling***

	Proposed lead time	Completion date
* Preliminary Engineering, Surveys	_____ (months)	9/06/2018
* R/W Engineering Submittals	_____ (months)	12/06/2018
* R/W Appraisals/Acquisition	_____ (months)	4/06/2019
Proposed Environmental Clearance		11/06/2018
Proposed R/W Certification		05/07/2019

RIGHT OF WAY DATA SHEET FOR LOCAL PUBLIC AGENCIES (Cont.)
(Form #)

XII. ***Proposed Funding***

	Local	State	Federal	Other
Acquisition	$62,969			
Utilities	$353,063			
Relocation Assistance Program				
R/W Support				
Cost (Eng. Appraisals, etc.)				

XIII. ***Remarks***

Project Sponsor Consultant
Prepared by:

R/W 7/19/18
Lillian Jewell Hamner, Jewell & Associates

Project Sponsor
Reviewed and Approved by:

Utilities
Tim Hayes PSOMAS

Date

Date

Caltrans
Reviewed and approved based on information provided to date:

Caltrans District Branch Chief
Local Programs
Division of Right of Way

Date

Utility Cost Estimate Worksheet

SBCAG – SR 166 x Black Rd – Roundabout Alt
City of Santa Maria

Utility Owner	Relocation Costs	Est. Project Costs
PG&E – Distribution - Liability undetermined. PGE is known to have various right claims.		
• 4 Guys	@ $ 2,500 / ea = $ 10,000	
• 7 Dist pole w/12kV circuit	@ $ 20,000 / pole = $140,000	
• 1 transformer	@ $ 6,000 / ea = $ 6,000	
• 1 Switch	@ $ 8,000 / ea = $ 8,000	
• 1 Riser	@ $ 5,000 / ea = $ 5,000	
	Subtotal $169,000	$169,000
Verizon - Liability undetermined. Usually in by franchise or have a joint pole agreements. Relocations will most likely be at their cost.		
• 4 VZ poles-OH line relocation	@ $12,000 / pole = $ 48,000	
• 5 OH 12kV line on PG&E poles	@ $ 5,000 / pole = $ 25,000	
• 1 Splice/Connect Box	@ $ 10,000 / ea = $ 10,000	
• 200 Splicing	@ $ 50 / ea = $ 10,000	
	Subtotal $ 93,000	$ 0
Comcast Cable - Liability undetermined. Usually in by franchise or have joint pole agreements. Relocations would will most likely be at their cost.		
• 6 poles OH line relocation / PG&E	@ $ 1,700 / pole = $ 10,200	
• 1 Meter pedestal	@ $ 5,000 / ea = $ 5,000	
	Subtotal $ 15,200	$ 0
City of Santa Maria – Sewer & Water - Liability undetermined. In probably by Encroachment Permit from Caltrans and City's cost.		
• 1 Water Valve (adjust)	@ $ 500 / ea = $ 500	
• 1 Sewer Manhole (adjust)	@ $ 2,500 / ea = $ 2,500	
	Subtotal $ 3,000	$ 0
CCWA – Liability undetermined. It is likely that CCWA has prior rights and all costs will be project costs.		
• 150 ft concrete encasement	@ $650/lf = $97,500 (~100,000)	$ 100,000

Subtotal Total Relocation Cost	$ 380,200	Project Subtotal	$269,000
Contingency (25%)	$ 95,050	Contingency (25%)	$ 67,250
Escalation (5%)	$ 23,763	Escalation (5%)	$ 16,813
Total Relocation Cost	**$499,013**	**Project Relocation Cost**	**$353,063**

RIGHT OF ENTRY AGREEMENT
(For Project Planning Surveys, Soil Testing, & Investigations)

_____ (referred to as "Grantor") hereby grant(s) permission to the County of Merced ("County"), its agents and contractors, to enter upon a portion of Grantor's land located at _____ in _____, in the County of Merced, State of California, also referred to as APN _____ ("Grantor's Land"), specifically on that portion of Grantor's Land that is identified in the attached Exhibit. Said entry is authorized in conjunction with the Atwater Merced Expressway Project ("Project").

This Right of Entry is granted to the County and its agents and contractors specifically for the purposes of conducting Project surveys, soil testing, and pre-construction investigations which may include the following:

- boundary and topographical survey work (including the temporary placement of survey stakes)
- entry onto Grantor's Land by environmental specialists in order to visually inspect the project area, take minor soil samples, plant samples and other sampling as may be necessary to assess the potential impact of the project on the property and any habitat that may exist in the project area
- geotechnical and soils testing, including entry onto Grantor's Land by personnel and equipment to conduct soil borings. Soil samples may be collected for testing of structural support properties. Prior to access, the County will provide detail to owner on the location, number and depth of borings. All test holes shall be re-filled once the soils testing work is complete.

Grantor's Land will be restored and left in a comparable condition as found prior to County's entry. Any and all crops or improvements on Grantor's Land will be protected in place. County will keep fenced properties stock-tight during and upon concluding the surveys.

County agrees to indemnify and save Grantor harmless from any and all liability to, or claim of, any person or entity which may result from County's entry and operations upon Grantor's Land for the purposes authorized herein.

This Right of Entry shall commence immediately and automatically expire upon completion of the design and environmental phase of the Project.

The County shall provide 14 days advance notice to Grantor, at Grantor's email and/or phone number indicated below, in advance of commencement of access and use of the Right of Entry areas for the purposes herein described.

The undersigned warrants that in granting this Right of Entry, they are authorized to act on behalf of all parties having any ownership or possessory interests in Grantor's Land for the purposes of granting the access rights authorized herein, and that by signature hereon, all such parties have consented to this Agreement.

Special instructions:_____

_____

GRANTOR:

Date: _____ Date: _____

_____ _____

Name: Name:

Phone number: Phone number:

Email: Email:

ACCEPTED BY County of Merced:

By _____ Date _____

Name: Matt Hespenheide, Project Manager, Dept. of Public Works

Project Name:	Jorgensen Road Bridge Replacement
APN:	[redacted]
Owner Name:	[redacted]
Site Location:	[redacted]
County:	Merced County

FAIR MARKET VALUE
WAIVER VALUATION

Brief description of subject and taking:
The subject is an A-1 zoned property with a Highest and Best Use that is limited to agricultural and rural residential uses. The subject property is located at [redacted], along the east side of Outside Canal, straddling Jorgensen Road in an unincorporated portion of western Merced County. The subject consists of 37.3 acres of cherry orchard. The parcel is irrigated using Central California Irrigation District (CCID) water only. The well is considered a backup. Property ownership stated that the CCID water was sufficient for irrigation of the subject permanent plantings. The subject's improves consists of double drip lines in the cherry orchard and a turn row. Per property ownership, the cherry orchard was planted in 2013 with spacing at 18' x 16'. No trees or irrigation system lines are affected in the acquisition areas however, there are 10 trees along the proposed permanent easement that will need to be removed by the owner to create a new turn row, and repair the associated irrigation drip lines affected by the proposed acquisition and CCID access easement in Parcel [redacted]

The project consists of a permanent easement of 2,926 SF for the use of roadway and bridge purposes (See Maps of Area to be Acquired section for specifics). The proposed acquisition area is located along the south edge of [redacted] on the north side of Jorgensen Road east of Outside Canal. An access easement for shared use by CCID and the owner shall additionally be acquired. The total area for this access easement on the north side of Jorgensen Rd. is 2,157 SF. The total net permanent easement acquisition areas consist of 5,083 SF.

A temporary construction easement of 2,157 SF is being acquired for 36 months for a purposed construction equipment and materials staging which overlaps the CCID and owner shared access easement. The TCE on [redacted], entirely within the proposed CCID access easement; therefore, it is valued only as CCID access easement.

The construction contract work will consist of re-establishing the existing CCID access for use by both the owner and CCID.

After the acquisition, the highest and best use of the subject property as agriculture will remain the same as it was before the acquisition.

Land/Site Value Part Taken Parcel or Easement # *(except TCE)*	**Area SF or AC**	**$ / Unit**	**Easement Burden %**	
069-150-005 (ROW Easement Area)	2,926 SF (0.067 AC)	$36,500/AC	100%	$2,446
069-150-005 (CCID Easement Area)	2,157 SF (0.050 AC)	$36,500/AC	100%	$1,825
			Total Land	$4,271

TCE	**Purpose**	**Area SF or AC**	**$/Unit**	**X % rate of return x duration**	
069-150-005	The TCE on 069-150-005 is entirely within the proposed CCID access easement; therefore, it is valued only as CCID access easement as shown above .	2,157 SF			$0

Improvements Value Part Taken: Describe Below:	Contributory Value: Per Unit Basis or Lump Sum Basis	
Cherry Orchard	Included in land value.	$0
Irrigation	Included in land value.	$0
	Total Improvements	$0

Damages (Cost to Cure). Describe and quantify:	
Cherry tree removal for turn row	$725
Irrigation System Repair $40.00/hour (Labor) x 3 hours = $120 Material: $ 25 Total: $145 Plus 10% Entrepreneurial Incentive $ 15	$160
Total Temporary Easements and Damages (Cost to Cure)	$885
Total Compensation Estimate ($5,200 rounded)	$ 5,156

Has the owner or designated representative accompanied Hamner, Jewell & Associate's representative during inspection of the property?

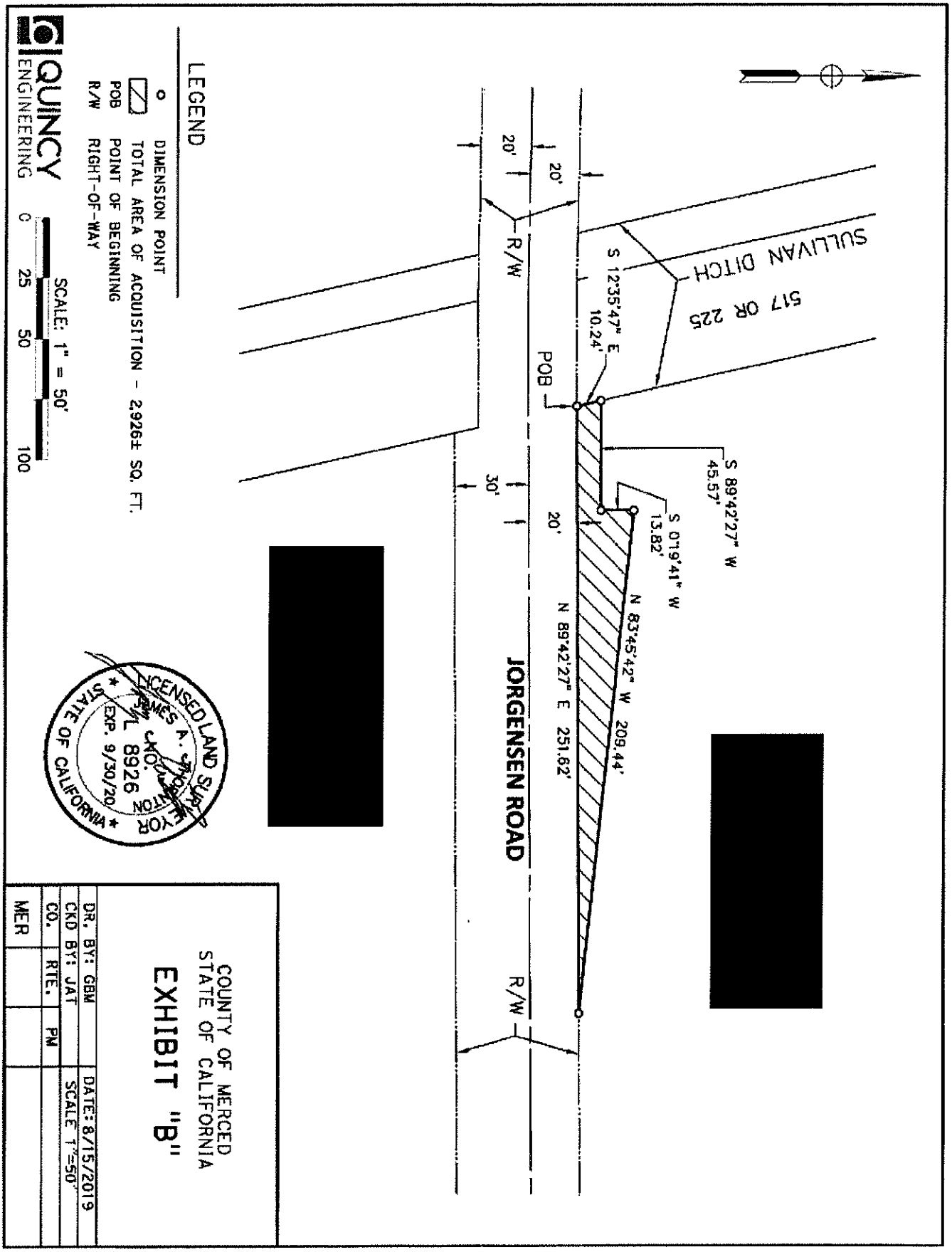
☒ Yes Date 03/19/19

☐ No Describe efforts made:

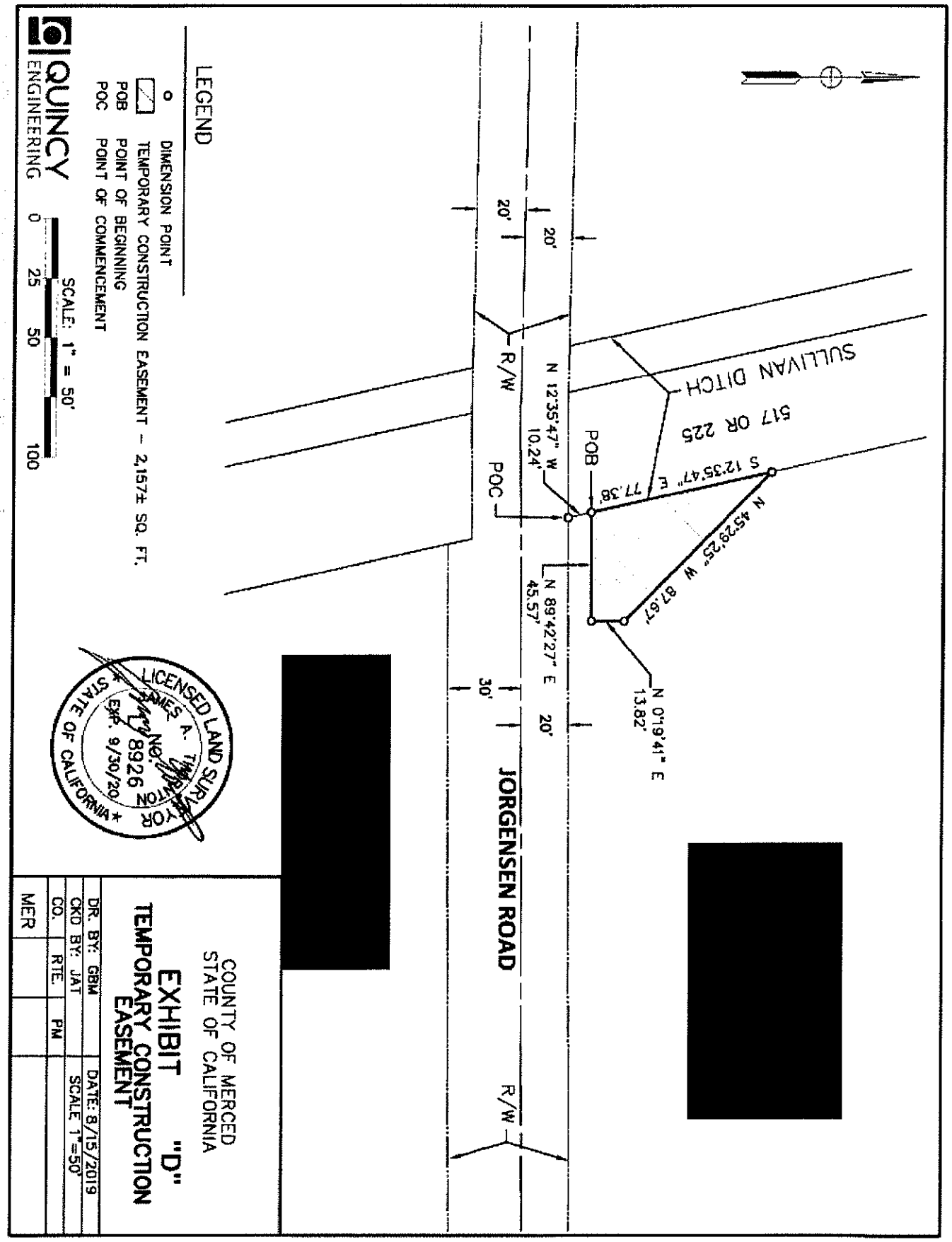
Attach one photo of subject property acq. area.

Signed (Waiver Valuation Preparer): JT Katavich	**Date:**	8/27/19
The dollar amount above is approved as Just Compensation by: *(ROW Manager/Supervisor)*	**Date:**	

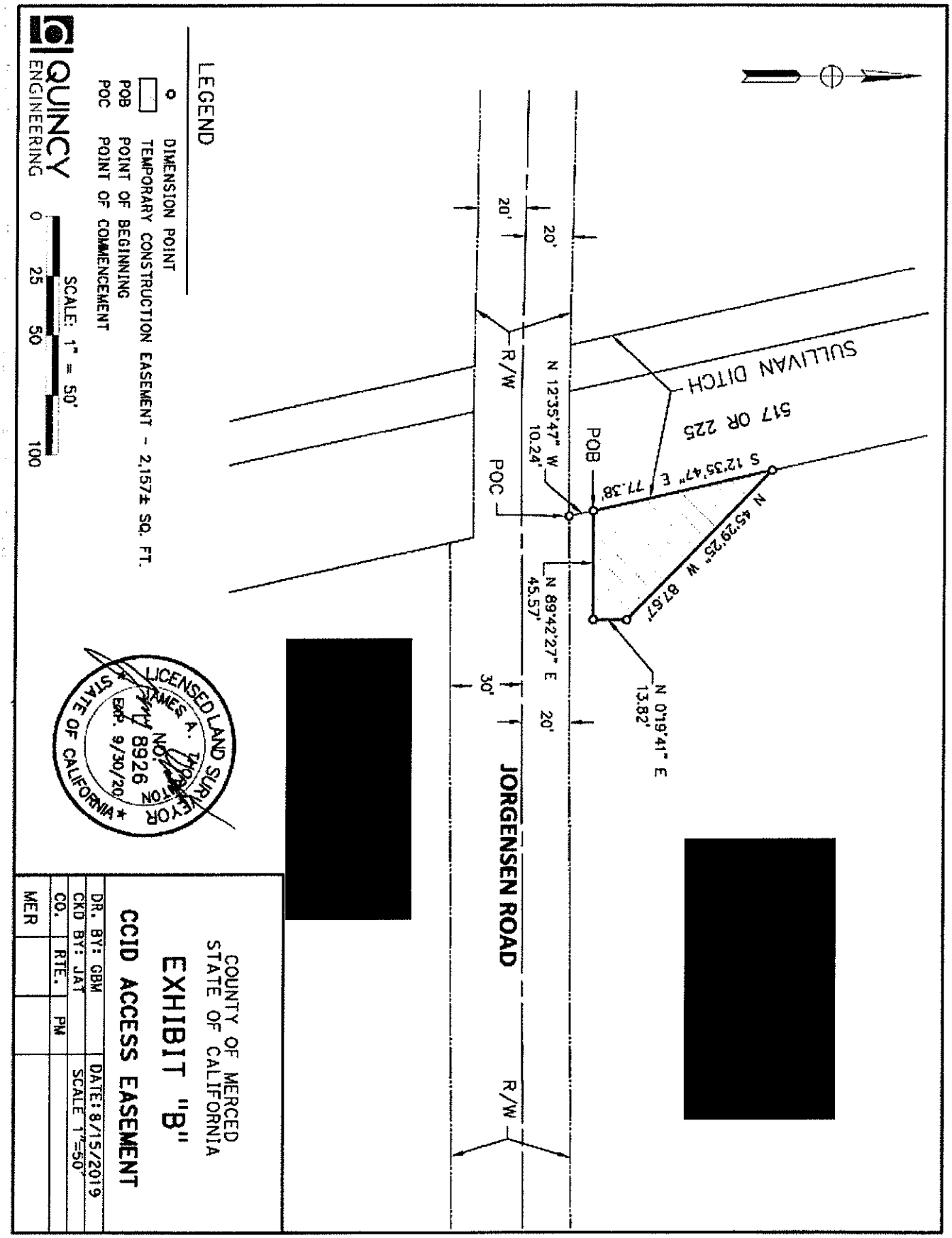
Area of Acquisition Easement North of Jorgensen Road



Area of Temporary Construction Easement North of Jorgensen Road

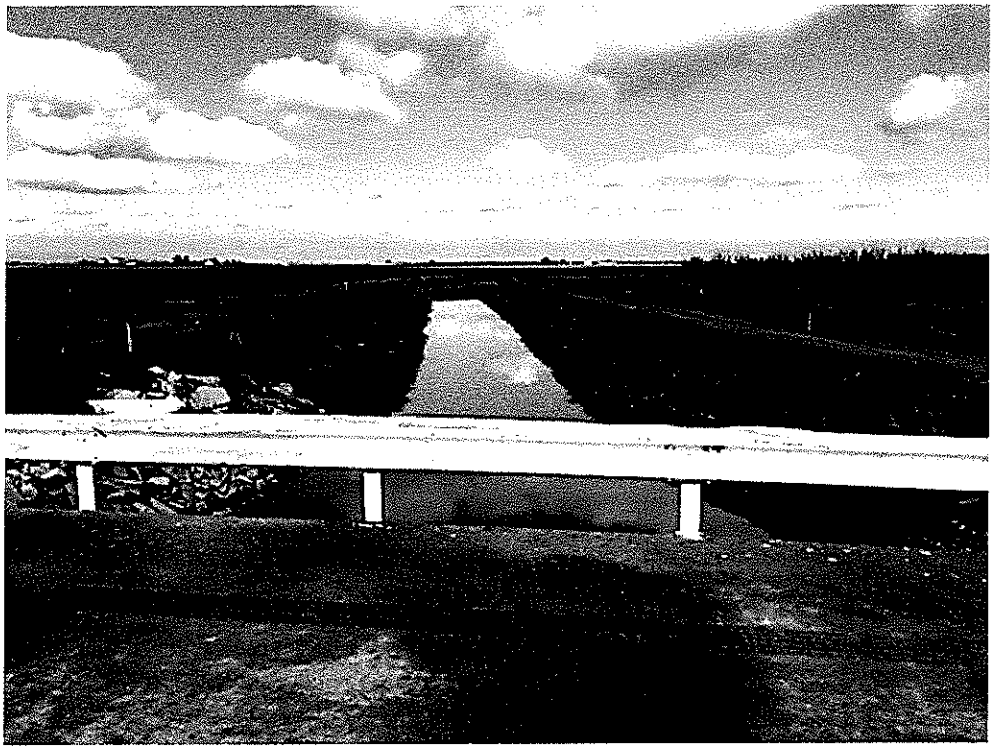


Area of CCID Access Easement North of Jorgensen Road



Photos

NE Parcel [redacted]



From Bridge looking North

Irrigation district road with TCE staking

Looking NW from bridge with staking

From Bridge looking east

Looking east from bridge easement staking

SE Parcel [redacted]

Looking West beginning of easement staking

Looking west at pump station in TCE

Looking west next to pump station

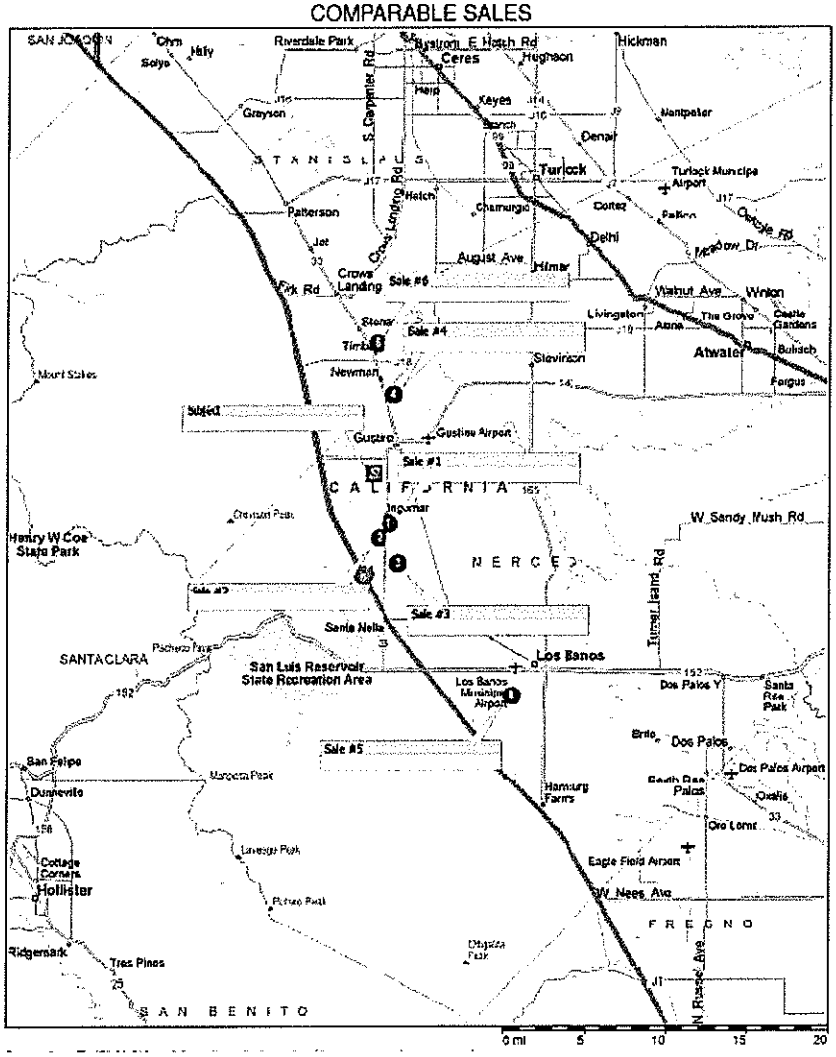
Behind pump station looking west

Looking from bridge south at 3 canal gates

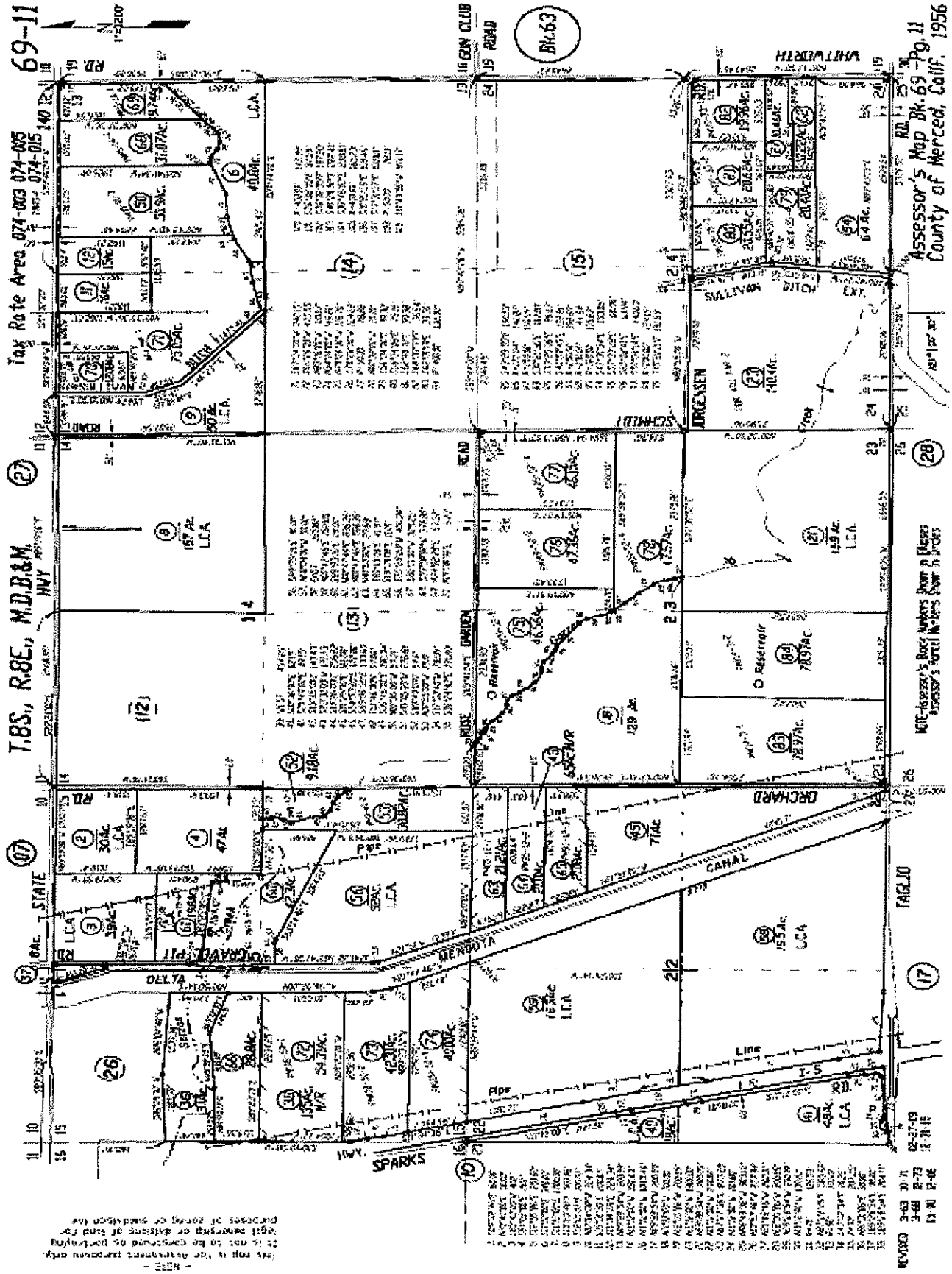
Comparable Sales

COMPARABLE OPEN IRRIGATED CROPLAND SALES					
Sale#	Location/APN	Rec. Date	Price	Acres	$/Acre
#1	7280 S. Hwy 33 Gustine, CA APN: 070-020-018	12/29/15	$4,300,000	156.40	$27,494
#2	Bunker Rd. Gustine, CA APN: 070-020-057	12/09/15	$1,441,160	51.47	$28,000
#3	Hulen Rd. Gustine, CA APN 070-060-015, 020	05/26/17	$1,194,000	59.70	$20,000
#4	760 Canal School Rd. Newman, CA APN: 054-100-018, 023	12/07/17	$3,160,500	129.00	$24,500
#5	17449 Ortigalita Rd. Los Banos, CA APN: 083-180-009, 010	01/16/18	$2,073,600	81.00	$25,600
#6	Villa Manucha Rd. Newman, CA APN: 049-028-001	08/31/18	$1,500,000	54.50	$27,523
Sub.	[redacted]	NA	NA	149.11	NA

COMPARABLE SALES



Index Map


69-11
Tax Rate Area 074-003 074-005
074-015 140
T.8S., R.8E., M.D.B.&M.
Assessor's Map Bk.69 Pg.11
County of Merced, Calif.
1956
BK.63
GUN CLUB ROAD
WHITWORTH
SULLIVAN DITCH
JORGENSEN
SCHMALL
ORCHARD
STATE HWY
DELTA
MENDOTA
CANAL
FAGUNDO
SPARKS
HWY.
I-5
Reservoir
Pipe
Line
LCA
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
REVISED 3-23 10-71 3-88 2-73 12-78 2-86

HAMNER, JEWELL & ASSOCIATES

(a Division of Beacon Integrated Professional Resources, Inc.)

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Fiscal Year 2020-2021 Rate Schedule, effective July 1, 2020, is as follows:

Managing Senior Associate	$260 an hour
Senior Associate II	$175 an hour
Senior Associate I	$165 an hour
Associate II (Acquisition/Relocation)	$140 an hour
Associate I (Acquisition/Relocation)	$110 an hour
Contract Administrator	$145 and hour
Project Coordinator	$ 95 an hour
Transaction/Escrow Coordinator	$ 95 an hour
Transaction Assistant	$ 60 an hour
Assistant/Clerical Support	$ 47 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. Per diem charges may apply in cases where the project area is more than two hours auto commuting time away from a Hamner, Jewell & Associates ("HJA") office location.

All reimbursable and third party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within 30 days. Payments not received within said period will accrue interest at a rate of 10% per annum.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of $400/hour for HJA Senior Associates, $250/hour for HJA Associates, and $150/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted annually with thirty days advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.

6I

City Council Staff Report
August 11, 2020

From: David Huff, Interim Municipal Services Director

Prepared by: Danae Lawrence, Staff Services Technician

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and West Yost Associates for the preparation of the 2020 Urban Water Management Plan in an amount not to exceed $98,230 from account number 420-52-550.43320 "Special Services/Projects" (Non-General Fund)

2. SYNOPSIS:

Approving a Professional Services Agreement with West Yost Associates for the preparation of the 2020 Urban Water Management Plan.

3. DISCUSSION OF ISSUE:

The California Water Code requires urban water suppliers within the state to prepare and adopt Urban Water Management Plans (UWMPs) for submission to the California Department of Water Resources (DWR). The UWMP must be filed every five years; the deadline for the 2020 UWMP is July 1, 2021.

The 2020 UWMP must satisfy the requirements of the Urban Water Management Planning Act (UWMPA) of 1983, including amendments that have been made to the Act. The UWMPA requires urban water suppliers servicing 3,000 or more connections, or supplying more than 3,000 acre feet of water annually, to prepare an UWMP.

The purpose of an UWMP is to maintain efficient use of urban water supplies, continue to promote conservation programs and policies, ensure that sufficient water supplies are available for existing and future beneficial use and demands as well as to provide a mechanism for response during water drought conditions.

Staff recommends awarding a contract to West Yost Associates in the amount of $89,300.00, with a 10% contingency in the amount of $8,930.00 for a total not-to-exceed amount of $98,230.00.

4. BASIS FOR RECOMMENDATION:

A. The City is required to prepare and adopt an UWMP every five years as mandated by the California Water Code and submit a final draft to the Department of Water Resources.

B. There are adequate reserves in the Water Fund for this project.

C. West Yost Associates has extensive experience in the preparation and development of UWMPs.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

420-52-550.43320 "Special Services/Projects" (Non-General Fund).

The total contract amount is $98,230 which includes a 10% contingency of $8,930.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Not to approve the contract with West Yost Associates. This alternative is not recommended. The UWMP is required by the California Water Code and must be submitted to the Department of Water Resources. In addition, West Yost Associates is a duly qualified firm to perform this work.

AGREEMENT BETWEEN THE CITY OF TURLOCK
and
WEST YOST ASSOCIATES' (WEST YOST)
for
2020 URBAN WATER MANAGEMENT PLAN

City Project No. 2021-15

THIS SERVICE AGREEMENT (the "Agreement") is entered into by and between the CITY OF TURLOCK, a California municipal corporation ("City"), and WEST YOST ASSOCIATES' (WEST YOST) ("Professional"), on this 11th day of August 2020 (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 in the 2020 Urban Water Management Plan (the "Project").

B. Professional has made a proposal to City to provide such professional services. A description of the services Professional proposes to provide is included in the Scope of Services in **Exhibit A** attached hereto and incorporated herein by reference ("Services"). City desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services ("Completion Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement ("Compensation Schedule"), which shall be included in the Scope of Services in **Exhibit A**.

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

AGREEMENT

1. Recitals. The recitals set forth above ("Recitals") are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 53 of this Agreement, 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 the 11th day of August, 2021 ("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. City may elect to extend this Agreement for one (1) additional one year (1) term, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to Professional thirty (30) days prior to the expiration of this Agreement.

4. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the "Effective Date").

5. Work.

5.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide City the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services ("Modification" or "Modifications"). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

5.2. City Requested Modification of Services. City may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional's Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation Schedule. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless City and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

5.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides City with written notice that specific work requested by City or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional's proposed course of action for completing the work and a specific request for City

to approve the Modification to the Services; (3) set forth the Professional's proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional's proposed revisions, if any, to the Compensation Schedule; and

(b) City agrees that the work requires a Modification;

(c) City approves all adjustments, if any, to the Completion Schedule and Compensation Schedule

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 Ninety-Eight Thousand Two Hundred Thirty Dollars ($98,230) ("Maximum Payment"), unless the Parties mutually agree in writing otherwise.

6.2. 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.

6.3. 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. Time of Performance. Professional represents that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed 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.

8. 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.

9. 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.

10. Representations of Professional. City relies upon the following representations by Professional in entering into this Agreement:

10.1. 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.

10.2. Professional Performance. Professional shall perform Services in a manner consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (herein the "Standard of Care"). Professional agrees that, if a Service is not performed to the Standard of Care, 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.

10.3. 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.

10.4. 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.

10.5. 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.

11. Conformity with Law and Safety. Professional shall observe and comply with all applicable and non-conflicting 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.

12. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of the City Manager. 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.

13. 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.

14. 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.

15. 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.

16. Suspension of Services by City. City reserves the right to suspend Professional's Services under this Agreement when City determines that it is necessary to do so. When possible, City shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by City. If the Services are suspended by City for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by City to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 26. 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.

17. 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.

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.

City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

18. Termination of Work by City for Its Convenience. City shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event City shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If City terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If City terminates this Agreement for convenience before City issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, City shall not be obligated to make any payment to Professional. If City terminates this Agreement after City has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, City shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to City such financial information that, in the judgment of the City Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the

notice of termination by City, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 26.

(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.

19. 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.

20. 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 actual damages against the other for breach of this Agreement, including any amount necessary to compensate City for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. City reserves the right to offset such damages against any payments owed to Professional.

City shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of City.

21. Non-Discrimination. In its performance of the Services, Professional shall adhere to City's EEO Policy which states, "The City is committed to ensuring that all qualified individuals have a full and fair opportunity to compete in all phase of the hiring process and promotion, and to enjoy the benefits of employment with the City. All employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes, the City's ordinances, resolutions, rules or regulations."

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

22. 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.

23. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide City with written proof of said insurance. Professional shall maintain coverage as follows:

23.1 General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars ($2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars ($2,000,000.00).

23.2 Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars ($1,000,000.00) per accident, with a One Million Dollar ($1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar ($1,000,000.00) limit for each employee's bodily injury by disease.

23.3 Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars ($2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers coverage is to be endorsed to include contractual liability. 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.

23.4 Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars ($1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

24. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation and professional liability 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; (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) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Professional's insurance and shall not contribute to it; (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.

25. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), 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 to the extent that they arise out of, pertain to, or relate to negligent acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless, and indemnify City and City's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against City and City's Agents, except for such Liabilities caused in whole by the sole negligence, active negligence, or willful misconduct of City or City's Agents.

26. 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.

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

28. 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.

29. 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.

30. 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: Municipal Services Director** **156 S. Broadway, Suite 270** **Turlock, CA 95380-5461**
With courtesy copies to:	**Churchwell White LLP** **Attn: Douglas L. White, City Attorney** **1414 K Street, 3rd Floor** **Sacramento, CA 95814**
If to Professional:	**West Yost Associates'** **Attn: Lindsay Smith** **2020 Research Park Drive, Suite 100** **Davis, CA 95616**

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

Danae Lawrence
Municipal Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5456
Telephone: (209) 668-5334
E-mail: dlawrence@turlock.ca.us

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

33. 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.

34. 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.

35. 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.

36. 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.

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

38. 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.

39. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

40. Venue. Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

47. 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.

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

49. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

50. 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.

51. Time is of Critical Importance. Time is of critical importance in this Agreement for each covenant and term of a condition herein.

[*Signatures on Following Page*]

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

PROFESSIONAL

West Yost Associates'

By:
Lindsay Smith, Treasurer

Date_____

CITY

City of Turlock, a California municipal corporation

By: _____
Toby Wells P.E., City Manager

Date:_____

APPROVED AS TO SUFFICIENCY:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

WEST YOST ASSOCIATES

EXHIBIT A

April 21, 2020

SENT VIA: EMAIL

Ms. Fallon Martin
City of Turlock
156 S. Broadway
Turlock, CA 95380-5454

SUBJECT: Proposal for Engineering Services
Preparation of 2020 Urban Water Management Plan Update

Dear Fallon:

Per your request, presented herein is West Yost Associates' (West Yost) proposal to provide the City of Turlock (City) with engineering services related to the preparation of the City's 2020 Urban Water Management Plan (UWMP) Update.

As you know, the Urban Water Management Planning Act requires every urban water supplier in California that either provides over 3,000 acre-feet of water annually, or serves more than 3,000 urban connections, to prepare and adopt an UWMP that includes specified content, including an urban water shortage contingency analysis. The adopted UWMP must be submitted to the California Department of Water Resources (DWR) and other entities. Urban water suppliers are required to submit an UWMP every five years. The next UWMP, the 2020 UWMP, is due on July 1, 2021.

West Yost understands the City's need for a 2020 UWMP that provides an accurate description of the City's existing and projected future water demands and supplies, ensures consistency with the City's other planning efforts and meets the new 2020 UWMP requirements so that it is accepted by DWR. West Yost will prepare a 2020 UWMP for the City for submittal to DWR before the July 1, 2021 deadline. Our proposed scope of work will:

- Leverage our knowledge and understanding of the City's water supply and water system issues to efficiently prepare the City's 2020 UWMP
- Provide a coordinated approach to preparing the City's 2020 UWMP in conjunction with DWR's anticipated release of the Guidebook for Preparation of the 2020 UWMPs (note that the draft Guidebook is currently anticipated to be available in June 2020 with the final Guidebook to be released in Fall 2020)
- Maximize and make best use of City staff's limited time

NEW REQUIREMENTS FOR 2020 UWMPS

Requirements for UWMPs have changed dramatically since the Urban Water Management Planning Act was first passed in 1983. In fact, in recent years, UWMPs have become the primary document for reporting on water agencies' water conservation efforts, compliance requirements and water shortage contingency planning in response to unprecedented water supply conditions during the recent drought years and potential future threats due to climate change and environmental concerns.

Recent legislation impacting the 2020 UWMPs includes the following:

- Assembly Bill (AB) 1739, Dickinson. Groundwater management; Senate Bill (SB) 1168, Pavley. Groundwater management; SB 1319, Pavley. Groundwater (passed September 16, 2014) – aka the Sustainable Groundwater Management Act (SGMA) – Required the formation of Groundwater Sustainability Agencies (GSAs) and the preparation of Groundwater Sustainability Plans (GSPs). Urban water suppliers are required to report on their progress in meeting SGMA requirements in their 2020 UWMPs.
- SB 555, Wolk. Urban retail water suppliers: water loss management (passed October 9, 2015) -- Requires the State Water Board, no earlier than January 1, 2019, and no later than July 1, 2020, to adopt rules requiring urban retail water suppliers to meet performance standards for the volume of water losses. Urban water suppliers are required to report on their plan to meet the water loss performance standards in their 2020 UWMPs.
- SB 664, Hertzberg. Water: urban water management planning (passed October 9, 2015) – Requires urban water suppliers to include within their UWMP, beginning January 1, 2020, a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities. This bill authorizes an urban water supplier to comply with this requirement by submitting a copy of the most recent adopted local hazard mitigation plan or multi-hazard mitigation plan under specified federal law that addresses seismic risk[1].
- SB 606, Hertzberg. Water management planning; AB 1668, Friedman. Water management planning (passed May 31, 2018) – Builds on efforts in "Making Water Conservation a California Way of Life" and creates a new foundation for long-term improvements in water conservation and drought planning. SB 606 and AB 1668 establish guidelines for efficient water use and a framework for the implementation and oversight of new urban water use efficiency standards to be adopted by the State Water Board, in coordination with DWR, by June 30, 2022. Requires DWR and the

[1] Note: Since the City is not currently covered by a hazard mitigation plan, West Yost will review construction dates for key facilities, like tanks and pump stations, and look at when facilities were last renovated to assess whether there's a potential seismic risk. Preparing detailed seismic assessments for the City's water facilities is not included in this scope of work.

State Water Board to establish standards for (1) indoor residential use; (2) outdoor residential use; (3) outdoor commercial, industrial, institutional use with dedicated irrigation meters; and (4) water losses. A supplement to the 2020 UWMP will be due by January 1, 2024 and is required to incorporate Demand Management Measures (DMMs) to meet the adopted water use standards. Preparation of this 2020 UWMP Supplement is not included in the proposed project.

Specific requirements for the 2020 UWMPs include the following:

- Include a water supply and demand assessment which compares the total water supply sources available to the water supplier with the long-term total projected water use over the next 20 years (to 2040, preferably to 2045), in five-year increments, for a normal water year, a single dry water year, and a drought lasting five consecutive water years (California Water Code [CWC] §10635(a))
- Provide a report on compliance with previously adopted 2020 per capita water use targets in accordance with SB X7-7 (Water Conservation Act of 2009, SB X7-7)
- *NEW* – Report on compliance with distribution water loss standards to be adopted by the State Water Board by July 1, 2020 (SB 555) (CWC §10608.34(a)(1))
- *NEW* – Provide a status update on SGMA compliance activities (i.e., status of GSA formation and GSP preparation) (CWC §10631(b)(4))
- *NEW* – Include a Water Shortage Contingency Plan (WSCP) with six (6) standard shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40 and 50 percent shortages and greater than 50 percent shortage (or cross-reference current WSCP stages to the six (6) standard stages) (CWC §10632)
- *NEW* – Provide a seismic risk assessment of water facilities (may reference a recently adopted local hazard mitigation plan or a multi-hazard mitigation plan which addresses seismic risk) (SB 664) (CWC §10632.5)

Also note that a supplement to the 2020 UWMP will be due by January 1, 2024 and is required to incorporate DMMs to achieve the Urban Water Use Objective by January 1, 2027 based on State Water Board adoption of water use standards by June 30, 2022 (SB 606) (CWC §10621(f)(2)).

PROPOSED UPDATES TO THE CITY'S UWMP

It is anticipated that the required organization of the 2020 UWMP will be similar to the 2015 UWMP. Each chapter of the 2020 UWMP will be prepared based on DWR guidelines and required DWR tables. Table 1 outlines the anticipated 2020 UWMP chapters and describes the updates that are anticipated for each chapter.

Table 1. Anticipated UWMP Chapter Updates

Chapter	Anticipated Updates
Chapter 1. Introduction and Overview	An introduction and overview of the 2020 UWMP will be provided.
Chapter 2. Plan Preparation	The process for plan preparation will be documented. The City will provide documentation of coordination with the public and with other agencies.
Chapter 3. System Description	The City will provide any updates to the written description of the physical service area and will provide historical and projected (through 2045) service area population data. West Yost will work with City staff to update required maps including a jurisdictional area map, service area map, distribution area map, and system schematic. West Yost will report on the City's seismic risk assessment of water facilities conducted in accordance with SB 664.
Chapter 4. System Water Use	The City will provide water demand data for the last five years (2016-2020) and a written description of any updates to the City's water use reduction plan. The City will provide information and data related to its water loss reporting policies and procedures and compliance with new State water loss standards. The City will provide water demand projections through 2045. The City will provide recycled water demand projections through 2045, if any.
Chapter 5. SBx7-7 Baselines and Targets	The City will provide 2020 water use, once actual 2020 water use is available in early 2021, for West Yost to report on the City's compliance with its 2020 per capita water use target.
Chapter 6. System Supplies	The City will provide any updates to the written descriptions of existing water sources, including groundwater supplies and recycled water supplies. West Yost will work with the City to prepare updated descriptions of future water projects. West Yost will incorporate information on climate change impacts to the City's supply sources to the extent that information is available. West Yost will document information regarding the City's compliance with SGMA, including GSA formation and GSP preparation.
Chapter 7. Water Supply Reliability Assessment	The City will provide any updates to the written descriptions of water supply reliability, water quality, and drought planning.
Chapter 8. Water Shortage Contingency Planning	The City will provide a written description of the City's current Water Shortage and Drought Contingency Plan and will prepare the required revenue and expenditure analysis. West Yost will work with the City to update the WSCP to align the stages to meet the six standard shortage levels required by CWC §10632.
Chapter 9. Demand Management Measures	The City will provide a written description of the City's current and planned implementation of the DMMs. West Yost will work with the City to update the DMMs.
Chapter 10. Plan Adoption, Submittal and Implementation	West Yost will document the City's adoption of the 2020 UWMP.

Table 1. Anticipated UWMP Chapter Updates	
Chapter	**Anticipated Updates**
Supporting Documents	Appendices will include, but not be limited to, the following: • UWMP tables required by DWR (prepared by West Yost). • SBx7-7 tables required by DWR (prepared by West Yost). • Notification letters of UWMP update (prepared by City). • Public notice of UWMP hearing (prepared by City). • UWMP adoption resolution (prepared by City). • DWR UWMP checklist (prepared by West Yost). • Water loss audits (prepared by City). • Energy Intensity Documentation (prepared by City) – Inclusion of water energy data is limited to information that the urban water supplier can readily obtain (CWC §10631.2); water energy information related to the City's system supplies will be included to the extent that information is available.

Our proposed Scope of Work is described below.

BASIC SCOPE OF WORK

West Yost's Basic Scope of Work includes the following tasks:

Task 1. Attend Meetings with City Staff

Task 2. Collect and Review Data

Task 3. Prepare Administrative Draft 2020 UWMP

Task 4. Prepare Draft 2020 UWMP

Task 5. Provide Support for the Public Hearing for the Draft 2020 UWMP

Task 6. Prepare Final 2020 UWMP

Task 7. Respond to Questions/Comments from DWR

Task 8. Project Management and Quality Assurance/Quality Control

Each of these tasks is described below.

Task 1. Attend Meetings with City Staff

West Yost will attend the Project kick-off meeting and progress meetings as discussed below.

Task 1.1. Attend Kick-off Meeting and Develop Plan Preparation Strategy

Upon receiving Notice to Proceed, West Yost will schedule a kick-off meeting with City staff. The main purpose of the kick-off meeting will be to discuss preparation of the 2020 UWMP, data requirements, and plan objectives, and to define roles and responsibilities of City staff and

West Yost for the preparation of the 2020 UWMP. The following items will be discussed at the kick-off meeting:

- Proposed organization of the 2020 UWMP;
- Proposed schedule for the preparation of the 2020 UWMP;
- Receive copies of City data and current plans and studies pertinent to the 2020 UWMP (see Task 2); and
- Set dates and times for progress meetings (see Task 1.2).

Based on the meeting discussion, West Yost will prepare a detailed chapter outline for the 2020 UWMP, including a description of chapter contents and due dates for completion of the various chapters of the 2020 UWMP. This chapter outline will then be referenced during the progress meetings to track overall project progress (see Task 1.2).

West Yost will also prepare a schedule for the preparation of the 2020 UMWP showing key milestone dates including completion of the Draft 2020 UWMP, public noticing requirements, public review and comment periods, public hearing dates, and dates for the City Council to consider adopting the 2020 UWMP. Establishing and meeting these milestone dates will be critical for the efficient and timely development of the 2020 UWMP and the ability to meet the July 1, 2021 deadline for submittal of the City Council adopted 2020 UMWP to DWR.

Task 1.1 Deliverables: Chapter outline for 2020 UWMP and project schedule.

Task 1.2. Progress Meetings

Throughout the preparation of the 2020 UWMP, West Yost will coordinate with City staff on the progress of the project. This coordination is assumed to occur via conference calls with key City and West Yost staff. For budgeting purposes, West Yost has assumed that twelve (12) 30-minute conference calls will be conducted at regular intervals during the preparation of the 2020 UWMP. These calls will be scheduled on mutually agreed upon days and times during the period from approximately Fall 2020 through Spring 2021. During these calls, progress on the various sections of the 2020 UWMP will be discussed, along with any issues or problems being encountered. Progress in meeting the key project milestone dates established in the project schedule will also be discussed. These coordination calls will assist in keeping the project on schedule.

Task 1.2 Deliverables: Meeting notes, decisions and action items discussed during progress meetings.

Task 2. Collect and Review Data

West Yost will collect and review the data and available reports needed to prepare the 2020 UWMP. The following specific data will be required from the City for the 2020 UWMP:

- Water Service Area Statistics (including number of connections by customer sector and population served);

- Historical (through 2020) and projected (through 2045) potable water and recycled water (if any) use by customer sector;
- Historical (through 2020) and projected (through 2045) potable water and recycled water (if any) production by source;
- Documented cutbacks in water supply;
- Low income housing projections;
- Water loss data; and
- Current and planned DMMs and other water conservation program data.

West Yost will prepare an initial data request that will be submitted to the City prior to the kick-off meeting. A second data request will be submitted in late 2020 or early 2021 to request water use and production data for the 2020 calendar year, for use in confirming compliance with the City's adopted SBx7-7 target for 2020 (see Task 3).

West Yost will actively track the data collection effort, indicating data received and data that is still outstanding, and will report on the data collection effort progress during project status meetings.

Task 2 Deliverables: Data request list (initial list at beginning of project and a second list in early 2021 to request 2020 data) with status updates on the data still outstanding.

Task 3. Prepare Administrative Draft 2020 UWMP

Task 3.1: Evaluate SBx7-7 Compliance

Compliance with the Water Conservation Act of 2009 (SBx7-7) was first required as part of the 2010 UWMP cycle. With the 2020 UWMP cycle, the City must report on its compliance with its adopted 2020 per capita water use target. The City's actual water use for 2020 will be compared to the adopted 2020 per capita water use target to confirm the City's compliance with SBx7-7.

Task 3.1 Deliverables: Completed SBx7-7 compliance tables to be included as an appendix to the 2020 UWMP.

Task 3.2: Prepare/Revise Required UWMP Sections/Chapters

The City's 2015 UWMP will be used as the base document and chapters will be revised and updated as needed to comply with the specific requirements for 2020 UWMPs and to update water demand and supply data and projections as needed. Table 1 lists the specific chapters anticipated for the 2020 UWMP, along with assumptions for their preparation. Draft versions of key chapters of the 2020 UWMP will be submitted to the City for review and comment, as they are completed.

It should be noted that as of the date of this proposal, the DWR Guidebook for the Preparation of 2020 UWMPs has not yet been released. It is possible that the DWR Guidebook may have different and/or additional requirements that are not listed in Table 1. Once the DWR Guidebook is available, specific requirements for the 2020 UWMPs will be reviewed. If different and/or

additional DWR requirements will require additional work effort beyond that included in this proposal, West Yost will notify the City. Any additional services not included in this Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation from the City.

Task 3.2 Deliverables: Drafts of key chapters of the 2020 UWMP will be submitted to the City for review and comment as they are completed to ensure a collaborative process throughout the preparation of the 2020 UWMP. Comments received from the City on draft chapters will be incorporated into the Administrative Draft (Admin Draft) 2020 UWMP prepared under Task 3.3.

Task 3.3. Prepare Administrative Draft 2020 UWMP for City Review and Comment

The draft 2020 UWMP chapters prepared in Task 3.2 will be compiled into a complete Admin Draft 2020 UWMP for City review and comment. The Admin Draft 2020 UWMP will include all the required chapters, associated required data tables and plan appendices.

Task 3.3 Deliverables: Two (2) hard bound copies of the Admin Draft 2020 UWMP will be provided to the City along with a PDF of the document.

Task 3.4. Prepare DWR 2020 UWMP Checklist

Upon completion of the Admin Draft 2020 UWMP, West Yost will also complete DWR's UWMP Checklist to ensure that all the required elements for the 2020 UWMP have been addressed. A copy of the completed checklist will be included in an appendix of the 2020 UWMP to demonstrate to DWR that all the required elements have been addressed and have been included in the City's 2020 UWMP, including where they are located within the 2020 UWMP.

Task 3.4 Deliverables: DWR UWMP Checklist to be included as an appendix of the 2020 UWMP.

Task 4. Prepare Draft 2020 UWMP

Upon receipt of comments from City staff on the Admin Draft 2020 UWMP, West Yost will incorporate comments and prepare the Draft 2020 UWMP for the City's circulation and public review.

Task 4 Deliverables: Five (5) hard bound copies of the Draft 2020 UWMP will be provided along with a PDF copy of the document for the City's circulation and public review.

Task 5. Provide Support for the Public Hearing for the Draft 2020 UWMP

West Yost will provide support to City staff related to preparing for and conducting a public hearing for the Draft 2020 UWMP. Specific support tasks will include assistance with the development of a PowerPoint presentation for the public hearing and attendance at the public hearing to assist in responding to any questions from the City Council and/or the public. It is assumed that the City will prepare the required notices for the public hearing and the staff report.

Task 5 Deliverables: PowerPoint presentation for Draft 2020 UWMP for presentation at public hearing.

Task 6. Prepare Final 2020 UWMP

Upon receipt of comments from the public and the City Council on the Draft 2020 UWMP, West Yost will incorporate comments and prepare the Final 2020 UWMP for consideration for adoption by the City Council. West Yost will also upload the final document to DWR's WUEdata portal.

Task 6 Deliverables: Ten (10) hard bound copies of the Final 2020 UWMP will be provided along with a PDF copy of the document for the City's distribution and use.

Task 7. Respond to Questions/Comments from DWR

West Yost will provide the City with assistance in responding to DWR comments on the submitted Final 2020 UWMP, if any. Because the exact nature or extent of DWR's comments cannot be determined at this time, our level of effort to respond cannot be specifically estimated. However, for budgetary purposes, up to eight (8) hours of senior-level engineering support has been estimated.

Task 7 Deliverables: Response to DWR review comments as needed.

Task 8. Project Management and Quality Assurance/Quality Control

Project management tasks will include on-going coordination and communications with City staff and the West Yost project team to ensure that the project work is progressing in accordance with the scope, schedule and budget. For quality assurance/quality control, it is West Yost's policy that all work products are reviewed at the principal level prior to submittal.

ASSUMPTIONS

Key assumptions for the proposed scope of work include the following:

- The tasks and proposed schedule described above are based on the current (as of April 2020) water code provisions as they relate to UWMPs. If subsequent changes are made to the water code which require additional elements and/or additional analysis to be included in the 2020 UWMP, the scope of work may need to be revised to complete the 2020 UWMP.
- It is assumed that the DWR Guidebook for the 2020 UWMPs will be available by Fall 2020 and will provide guidance on 2020 UWMP requirements, organization and tables.
- It is assumed that the City will prepare and send required notices and provide documentation of coordination with the public and other agencies. West Yost can provide templates for required notices upon request. Copies of such notices will be included in an appendix to the 2020 UWMP.
- It is assumed that the water facility seismic risk assessments required by SB 664 have been or will be conducted by the City as a separate effort from this project. Completion of these assessments will be documented in the 2020 UWMP; however, budget to complete seismic risk assessments is not included in this project. West Yost

will review construction dates and renovation dates for key facilities to assess whether there's a potential seismic risk. This review will help the City identify which facilities will require a seismic risk assessment.

- A public hearing must be conducted for the 2020 UWMP and the City Council must adopt the 2020 UWMP before submittal to DWR. The due date for submittal of the 2020 UWMP to DWR is July 1, 2021.
- As previously noted, a supplement to the 2020 UWMP will be due by January 1, 2024 and is required to incorporate DMMs to achieve Urban Water Use Objectives by January 1, 2027 based on State Water Board adoption of water use standards by June 30, 2022 (SB 606) (CWC §10621(f)(2)). Preparation of this 2020 UWMP Supplement is not included in this project but can be provided by West Yost under a subsequent future agreement with the City.

SCHEDULE

West Yost will work with City staff to meet the current required deadline for adoption and submittal of the 2020 UWMP to DWR by July 1, 2021. If this deadline date is changed by DWR, West Yost will coordinate with City staff to modify the project schedule as needed.

COMPENSATION

West Yost will perform the Basic Scope of Work described above on a time-and-materials basis, at the billing rates set forth in West Yost's Billing Rate Schedule (Attachment 1), for a not-to-exceed budget of $89,300. Any additional services not included in this Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation from the City. The costs associated with performing the Basic Scope of Work described above are summarized in Table 2.

Table 2. Estimated Level of Effort and Costs

Description	Level of Effort, hours	Costs, dollars
Task 1. Attend Meetings with City Staff	37	9,300
Task 2. Collect and Review Data	28	6,600
Task 3. Prepare Administrative Draft 2020 UWMP	213	46,800
Task 4. Prepare Draft 2020 UWMP	32	7,100
Task 5. Provide Support for the Public Hearing for the Draft 2020 UWMP	14	3,300
Task 6. Prepare Final 2020 UWMP	14	2,700
Task 7. Respond to Questions/Comments from DWR	8	2,200
Task 8. Project Management and Quality Assurance/Quality Control	34	9,600
Direct Costs		1,700
Total Basic Scope of Work	**380**	**$89,300**

We look forward to continuing to work with you and assisting the City with this important project. Please do not hesitate to call me at 530-792-3221 if you have any questions or need additional information.

Sincerely,

WEST YOST ASSOCIATES

Monique Day

Monique Day, PE
Project Manager
RCE #69793

Attachment 1. 2020/2021 Billing Rate Schedule

ATTACHMENT 1

2020/2021 Billing Rate Schedule

WEST YOST ASSOCIATES

2020/2021 Turlock UWMP Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2021) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	$302
Engineering/Scientist/Geologist Manager I / II	$287/ $299
Principal Engineer/Scientist/Geologist I / II	$261 / $276
Senior Engineer/Scientist/Geologist I / II	$233 / $245
Associate Engineer/Scientist/Geologist I / II	$201 / $215
Engineer/Scientist/Geologist I / II	$162 / $188
Engineering Aide	$93
Administrative I / II / III / IV	$82 / $104 / $125 / $137
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$296 / $298
Principal Tech Specialist I / II	$272/ $283
Senior Tech Specialist I / II	$249 / $260
Senior GIS Analyst	$227
GIS Analyst	$214
Technical Specialist I / II / III / IV	$158 / $181 / $203 / $226
Cross-Connection Control Specialist I / II / III / IV	$119 / $129 / $145 / $161
CAD Manager	$181
CAD Designer I / II	$140/ $157
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$293
Construction Manager I / II / III / IV	$176 / $189 / $201 / $255
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$155 / $172 / $191 / $199
Apprentice Inspector	$140
CM Administrative I / II	$75 / $100
Field Services	$199

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

WEST YOST

ASSOCIATES

2020/2021 Turlock UWMP Billing Rate Schedule (continued)

(Effective January 1, 2020 through December 31, 2021) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	$80/day
Hydrant Pressure Gauge	$10/day
Hydrant Pressure Recorder, Standard	$40/day
Hydrant Pressure Recorder, Impulse (Transient)	$55/day
Trimble GPS – Geo 7x	$220/day
Vehicle	$10/hour
Water Flow Probe Meter	$20/day
Water Quality Multimeter	$185/day
Well Sounder	$30/day

6J

City Council Staff Report
August 11, 2020

From: David Huff, Interim Municipal Services Deputy Director

Prepared by: Tara Sykes, Staff Services Assistant

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds to Fiscal Year 2020-21 in the amount of $15,000 (non-general fund) to account number 506-00-000-223.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement" unallocated reserves in Program 223 "Water Enterprise" for the purchase of one (1) 2019 Ford Fusion Energi Plug-In Hybrid Sedan Titanium for the Municipal Services Department from Downtown Ford Sales of Sacramento, California, and $20,000 to account number 506-00-000-223.37235 "San Joaquin Valley Air Pollution Control District Grant" revenue for grant proceeds

2. SYNOPSIS:

Re-appropriating unspent funds for the purchase of one (1) 2019 Ford Fusion Energi Plug-In Hybrid Sedan Titanium for the Municipal Services Department Utilities Division and budgeting grant proceeds for reimbursement of $20,000 towards purchase of vehicle.

3. DISCUSSION OF ISSUE:

In July of 2019, Municipal Services staff applied for a Public Benefit Grant through the San Joaquin Valley Air Pollution Control District, approved by and submitted on behalf of the Turlock City Manager in July of 2019, Robert C. Lawton. The grant application was approved by Turlock City Council Resolution 2017-249, authorizing the Mayor or City Manager to apply for and accept grant funds administered by the San Joaquin Valley Air Pollution Control District for activities that are consistent with the City of Turlock 2015-2019 Mayor and City Council policy goals and implementation plan. The grant application was for funding the purchase of a New Alternative Fuel Vehicle to replace an older vehicle that is beyond its useful life. The vehicle being replaced, a 2001 Ford Marquis, will be surplused by the Municipal Services Department, Fleet Maintenance Division.

Water Quality Control Manager, David Huff, approved the purchase of the new alternative fuel vehicle, purchased under Resolution 2018-328, authorizing the City Manager to utilize a joint purchasing plan for vehicle purchases through the State of California Contract No. 1-18-23-10, A through H; No. 1-18-23-20, A through I, and No. 1-18-23-23, A through H, for the contract term May 1, 2018 through April 30, 2020 without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08 (b)(5). The City of Turlock was awarded grant funding in the amount of $20,000 under Public Benefit Grants Program Funding Agreement No. G-82118-A1, executed on February 26, 2020 and expiring on February 26, 2021.

City Staff submitted Purchase Order No. 2020-734 to Downtown Ford Sales of Sacramento, California on February 26, 2020, for the purchase of (1) 2019 Ford Fusion Energi Plug-In Hybrid Sedan Titanium for the Utilities Division in an amount not to exceed $32,113.57. The total cost of the vehicle purchase to the City of Turlock will be $12,113.57, after the City is reimbursed with the grant money awarded in Agreement No. G-82118-A1. The vehicle was ordered by Downtown Ford Sales on February 27, 2020; however, the vehicle was not delivered by July 1, 2020.

4. BASIS FOR RECOMMENDATION:

A. A purchase order was created for the purchase of the vehicle on February 26, 2020. City Staff expects to be reimbursed for $20,000 of the purchase by a grant from San Joaquin Valley Air Pollution Control District that has been awarded to the City of Turlock. Due to unforeseen circumstances, the vehicle will not be received by the Utilities Division until after July 1, 2020. Staff is requesting the unspent funds be re-appropriated in Fiscal Year 2020-2021 and the grant proceeds budgeted in Fiscal Year 2020-2021. There are sufficient funds in the Water Enterprise Program 223 in Fund 506 to cover the additional cost of the vehicle that exceeds the grant proceeds.

5. FISCAL IMPACT:

Fiscal Impact:
$15,000 appropriation to expense account number 506-00-000-223.51020
$20,000 grant proceeds to revenue account number 506-00-00-223.37235

Budget Amendment:
Re-appropriate funds from Fiscal Year 2019-2020 as follows:

- 506-00-000-223.51020 "Equipment Replacement" - $15,000
- 506-00-000-223.37235 "San Joaquin Valley Air Pollution Control District Grant" - $20,000

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council may deny the fund re-appropriation. Staff does not recommend this alternative as the vehicle was already ordered based on the Council's previous authorization and there is a need in the department to replace the previous vehicle that has exceeded its useful life and is no longer reliable.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING UNSPENT FUNDS TO FISCAL YEAR 2020-21 IN THE AMOUNT OF $15,000 (NON-GENERAL) TO ACCOUNT NUMBER 506-00-000-223.51020 "EQUIPMENT REPLACEMENT" FROM FUND 506 "VEHICLE/EQUIPMENT REPLACMENT" UNALLOCATED RESERVES IN PROGRAM 223 "WATER ENTERPRISE" FOR THE PURCHASE OF ONE (1) 2019 FORD FUSION ENERGI PLUG-IN HYBRID SEDAN TITANIUM FOR THE MUNICIPAL SERVICES DEPARTMENT FROM DOWNTOWN FORD SALES OF SACRAMENTO, CALIFORNIA, AND $20,000 TO ACCOUNT NUMBER 506-00-000-223.37235 "SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT GRANT" REVENUE FOR GRANT PROCEEDS	}	**RESOLUTION NO. 2020-**

WHEREAS, on September 26, 2017, the City Council authorized the Mayor or City Manager to apply for and accept grant funds administered by the San Joaquin Valley Air Pollution Control District for activities that are consistent with the City of Turlock 2015-2019 Mayor and City Council Policy Goals and Implementation Plan; and

WHEREAS, on December 11, 2018, the City Council authorized the City Manager to utilize a joint purchasing plan for vehicle purchases through the State of California Contract No. 1-18-23-10, A through H; No. 1-18-23-20, A through I; and No. 1-18-23-23, A through H, for the contract term May 1, 2018 through April 30, 2020 without compliance to the formal bid procedure pursuant to Turlock Municipal Code Section 2-7-08 (b)(5); and

WHEREAS, on July 24, 2019, Municipal Services Staff applied for grant funding through the San Joaquin Valley Air Pollution Control District for the purchase of a new alternative fuel vehicle to replace a City vehicle that has outlived its useful life; and

WHEREAS, on February 26, 2020, San Joaquin Valley Unified Air Pollution Control District Public Benefit Grants Program Funding Agreement No. G-82118-A1 was executed by the San Joaquin Valley Unified Air Pollution Control District, awarding the City of Turlock grant monies in the amount of $20,000 for the purchase of a new alternative fuel vehicle; and

WHEREAS, a purchase order was created by City Staff on February 26, 2020 for the purchase of one (1) 2019 Ford Fusion Energi Plug-In Hybrid Sedan Titanium from Downtown Ford Sales of Sacramento, California, not to exceed $32,113.57; and

WHEREAS, the funding to purchase the vehicle was included in the Fiscal Year 2019-2020 budget; and

WHEREAS, due to unforeseen circumstances, the vehicle will not be received by the Municipal Services Department until after July 1, 2020.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate unspent funds to Fiscal Year 2020-21 in the amount of $15,000 (non-general fund) to account number 506-00-000-223.51020 "Equipment Replacement" from Fund 506 "Vehicle/Equipment Replacement" unallocated reserves in Program 223 "Water Enterprise" for the purchase of one (1) 2019 Ford Fusion Energi Plug-In Hybrid Sedan Titanium for the Municipal Services Department from Downtown Ford Sales of Sacramento, California, and $20,000 to account number 506-00-000-223.37235 "San Joaquin Valley Air Pollution Control District Grant" revenue for grant proceeds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2020, by the following vote.

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

6K

City Council Staff Report
August 11, 2020

From: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Prepared by: Maryn Pitt, Assistant to the City Manager for Economic Development and Housing

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to work with the City Attorney to update and finalize the Non-Disclosure Agreement for potential new industries

2. SYNOPSIS:

Authorizing the City Manager to work with the City Attorney to update the Non-Disclosure Agreement template for potential new industries.

3. DISCUSSION OF ISSUE:

On December 9, 2014 by previous Council Action, the City Council granted the City Manager the authority to enter into and execute Non-Disclosure Agreements (NDA) with potential businesses and industries who are interested in locating or expanding their operations in Turlock.

A Non-Disclosure Agreement, is a legal contract between at least two parties that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties. It is a contract through which the parties agree not to disclose information covered by the agreement. A NDA creates a confidential relationship between the parties to protect any type of confidential and proprietary information or trade secrets.

Non-Disclosure Agreements are commonly signed when two companies, individuals, or other entities (such as partnerships, societies, etc.) are considering doing business and need to understand the processes used in each other's business for the purpose of evaluating the potential business relationship. NDAs can be "mutual", meaning both parties are restricted in their use of the materials provided, or they can restrict the use of material by a single party.

New industries or companies who are looking to locate to Turlock often wish to do so confidentially before any decisions are made. Often times, companies desire to protect any type of information that is not generally known. However, nondisclosure agreements may also contain clauses that will protect the person receiving the information so that if they lawfully obtained the information through other sources they would not be obligated to keep the information secret. In other words, the Non-Disclosure Agreement typically only requires the receiving party to maintain information in confidence when that information has been directly supplied by the disclosing party.

4. BASIS FOR RECOMMENDATION:

A. To maintain a competitive advantage, businesses must keep working projects, real estate development or expansion of their current operations confidential for a myriad of reasons but include issues with labor groups, market competitors and proprietary considerations. Similarly, startup companies with a new and profitable idea can only succeed if what they are working on remains confidential.

B. Having confidentiality in writing and signed by all parties can lend trust to these sorts of negotiations and deter theft of intellectual property. The exact nature of the confidential information will be spelled out in the Non-Disclosure Agreement.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – There are no known fiscal impacts.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION: N/A

8. ALTERNATIVES:

A. Council could choose to not authorize the City Manager and City Attorney to update the Non-Disclosure Agreement. This alternative is not recommended as Non-Disclosure agreements are an important legal framework used to protect sensitive and confidential information from being made available by the recipient of that information.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO WORK WITH THE CITY ATTORNEY TO UPDATE AND FINALIZE THE NON-DISCLOSURE AGREEMENT FOR POTENTIAL NEW INDUSTRIES	}	**RESOLUTION NO. 2020-**

WHEREAS, on December 9, 2014 by previous Council Action, the City Council granted the City Manager the authority to enter into and execute non-disclosure agreements with potential businesses and industries who are interested in locating or expanding their operations in Turlock; and

WHEREAS, companies that potentially interested in locating or expanding in Turlock require certain proprietary and confidential data; and

WHEREAS, the City of Turlock wants to assist those companies in establishing of expanding those businesses to Turlock and have agreed to the confidentiality of information and data shared; and

WHEREAS, potential companies/employers desire to have all such information handled by City of Turlock in a confidential manner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to work with the City Attorney to update and finalize the Non-Disclosure Agreement for potential new industries.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

6L

City Council Staff Report
August 11, 2020

From: Toby Wells, P.E., City Manager

Prepared by: Lisa Quiroga, Purchasing Coordinator

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Motion: Awarding RFQ No. 20-015 and approving an Agreement with Joe Gomes & Sons, Inc. for gasoline and diesel fuel card lock fueling service for city vehicles and equipment, for a period of three (3) years, with an option to extend the Agreement for three (3) additional one-year terms, in an annual amount not to exceed $600,000 and a total amount not to exceed $3,600,000 over the 6-year term of the Agreement, if all renewal periods are exercised

2. SYNOPSIS:

Awarding RFQ No. 20-015 and approving an Agreement with Joe Gomes & Sons, Inc. for gasoline and diesel fuel card lock fueling service for city vehicles and equipment.

3. DISCUSSION OF ISSUE:

The card lock fueling system is used to fuel all City owned vehicles and equipment with unleaded, premium/supreme and diesel fuel. The cost per gallon is based on the weekly Oil Prices Information Service (OPIS) index for the Stockton, California market area. OPIS is an oil price information service which tracks wholesale prices for major distributors in over 50,000 cities.

Contract prices for all gasoline and diesel fuel will be based on the weekly average prices obtained from OPIS, freight, markup and federal, state, and local taxes. Fuel dispensing will be at a primary local point of sale accessible to city staff daily twenty-four (24) hours a day. In the event the primary local point of sale is not in service three (3) additional local point of sales will be available for city staff within the city limits of Turlock with the same fuel price given at the primary local point of sale.

Formal Bid No. 20-015 was solicited and received with two (2) vendors submitting bids. The bids were evaluated by City staff for an offsite card lock system for

gasoline and diesel fuel services. It is the recommendation of staff to award the agreement to Joe Gomes & Sons, Inc.

4. BASIS FOR RECOMMENDATION:

A. City staff must have twenty-four (24) hour access to fuel vehicles and equipment at a primary and/or additional local point of sale.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $600,000 annually

All City Departments budget accordingly for the cost of fuel based on their annual usage.

6. CITY MANAGER'S COMMENTS:

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Do not approve the Agreement. This alternative is not recommended due to the volatile petroleum prices per gallon for fuel services.

AGREEMENT FOR SERVICES
between
THE CITY OF TURLOCK
and
JOE GOMES & SONS, INC.
for
GASOLINE AND DIESEL CARD LOCK FUELING SERVICE
CONTRACT NO. 2021-23

THIS AGREEMENT is made this 11TH day of August, 2020, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **JOE GOMES & SONS, INC.**, a California Corporation, hereinafter referred to as "SUPPLIER."

W I T N E S S E T H:

WHEREAS, CITY has a need for card-lock fueling services for gasoline and diesel fuel for all City owned vehicles and equipment; and

WHEREAS, SUPPLIER has represented itself as duly trained, qualified, and experienced to provide such Products/Service, hereinafter referred to as "Products."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK: SUPPLIER shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such Services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. SUPPLIER shall provide Services that are acceptable to CITY.

2. PERSONNEL AND EQUIPMENT: SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER shall reasonably require to accomplish the Services.

3. SAFETY REQUIREMENT: All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. COMPENSATION: CITY agrees to pay SUPPLIER in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Six Hundred Thousand and No/100^{ths} Dollars ($600,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: SUPPLIER shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) Payment:

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

(2) CITY shall normally pay by voucher or check within ten (10) working days after each City Council meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.

(3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to SUPPLIER within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.

(4) If dispute is settled, payment shall be by voucher or check payable to and mailed to SUPPLIER within five (5) working days of dispute settlement.

(5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective September 1, 2020 and end August 31, 2023, subject to CITY's availability of funds.

6. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon issuing an "Election to Extend Agreement" letter executed by the City Manager to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

7. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to

commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT 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 CONSULTANT, 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) General Liability Insurance: CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars ($2,000,000) per occurrence, four million dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. CONSULTANT's general liability policies shall be primary and not seeking contribution from the City's coverages, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

(b) Workers' Compensation Insurance: CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars ($1,000,000). CONSULTANT 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) Auto Insurance: CONSULTANT shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars ($2,000,000) per accident. If CONSULTANT owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

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

(e) Contractors Pollution Insurance: Pollution Coverage shall be provided 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 one million dollars ($1,000,000) per claim. All activities contemplated in this

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

(f) Professional Liability Insurance: When applicable, CONSULTANT shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars ($1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(g) Deductibles and Self-Insured Retentions: Upon request of City, any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONSULTANT shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(h) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, 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 CONSULTANT'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, CONSULTANT's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of CONSULTANT'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 CONSULTANT 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.

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

(j) Verification of Coverage: CONSULTANT 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 CONSULTANT's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.

(k) Waiver of Subrogation: With the exception of professional liability, CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT 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 CONSULTANT, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

(l) Subcontractors: CONSULTANT 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.

(m) Surety Bonds: CONSULTANT shall provide a Performance Bond and a Payment Bond.

8. INDEMNIFICATION:

Indemnity for Professional Liability: When the law establishes a professional standard of care for SUPPLIER's Services, to the fullest extent permitted by law, SUPPLIER 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 SUPPLIER (and its Subcontractors) are responsible for such damages, liabilities and costs on a comparative basis of fault between the SUPPLIER (and its Subcontractors) and the CITY in the performance of professional services under this Agreement. SUPPLIER shall not be obligated to defend or indemnify CITY for the CITY's own negligence or for the negligence of others.

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

9. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of SUPPLIER, its agents, officers, and employees and all others acting on behalf of SUPPLIER relating to the performance of this Agreement, shall be performed as independent contractors and not as agents,

officers, or employees of CITY. SUPPLIER, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SUPPLIER has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of SUPPLIER. It is understood by both SUPPLIER and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

SUPPLIER, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

SUPPLIER shall determine the method, details and means of performing the work and Services to be provided by SUPPLIER under this Agreement. SUPPLIER shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the SUPPLIER in fulfillment of this Agreement. SUPPLIER has control over the manner and means of performing the Services under this Agreement. SUPPLIER is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, SUPPLIER has the responsibility for employing other persons or firms to assist SUPPLIER in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by SUPPLIER, such persons shall be entirely and exclusively under the direction, supervision, and control of SUPPLIER. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the SUPPLIER.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the SUPPLIER or SUPPLIER'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that SUPPLIER must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SUPPLIER'S personnel.

As an independent contractor, SUPPLIER hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to SUPPLIER.

11. TERMINATION OF STATED EVENT:

(a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

(b) Termination by CITY for Default of SUPPLIER. Should SUPPLIER default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to SUPPLIER. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required Services or duties, willful destruction of CITY's property by SUPPLIER, dishonesty or theft.

(c) Termination by SUPPLIER for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option SUPPLIER may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with SUPPLIER, willful destruction of SUPPLIER's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay SUPPLIER all or any part of the payments set forth in this Agreement on the date due, at its option SUPPLIER may terminate this Agreement if the failure is not remedied within thirty (30) days after SUPPLIER notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.

(e) Termination by CITY for Change of SUPPLIER'S Tax Status. If CITY determines that SUPPLIER does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to SUPPLIER. The termination date shall be the effective date of the notice.

(f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, SUPPLIER shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, SUPPLIER shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of SUPPLIER'S work on the project. Further, if CITY so requests, and at CITY's cost, SUPPLIER shall deliver to CITY any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay SUPPLIER an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of SUPPLIER, SUPPLIER understands and agrees that CITY may, in CITY's sole discretion, refuse to pay SUPPLIER for that portion of SUPPLIER'S Services which were performed by SUPPLIER on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

12. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by SUPPLIER in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

13. NONDISCRIMINATION: In connection with the execution of this Agreement, SUPPLIER shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SUPPLIER shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without

regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SUPPLIER shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, SUPPLIER shall comply with the provisions of Section 1735 of the California Labor Code.

14. TIME: Time is of the essence in this Agreement.

15. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SUPPLIER shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others. Should any conflict exist between the terms and conditions of the Agreement and any and all exhibits attached hereto, the terms and conditions of the Agreement shall prevail.

16. OBLIGATIONS OF SUPPLIER: Throughout the term of this Agreement, SUPPLIER shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SUPPLIER warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the Services contemplated by this Agreement. SUPPLIER further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

17. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

18. NEWS AND INFORMATION RELEASE: SUPPLIER agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

19. INTEREST OF SUPPLIER: SUPPLIER warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. SUPPLIER warrants that, in performance of this Agreement, SUPPLIER shall not employ any person having any such interest. SUPPLIER agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

20. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or SUPPLIER to modify

the scope of Services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges SUPPLIER may incur in performing such additional services, and SUPPLIER shall not be required to perform any such additional services.

21. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, SUPPLIER shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. SUPPLIER shall furnish a warranty of such right to use to CITY at the request of CITY.

22. CERTIFIED PAYROLL REQUIREMENT: For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of the California Labor Code including, but not limited to Section 1776 regarding payroll records, and shall require its subcontractors to comply with that section as may be required by law.

23. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

24. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

25. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify SUPPLIER'S charges to CITY under this Agreement.

SUPPLIER agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for SUPPLIER Services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

26. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

27. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

28. COMPLIANCE WITH LAWS: SUPPLIER shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws including, but not limited to, prevailing wage laws, if applicable. SUPPLIER shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

29. CITY BUSINESS LICENSE: SUPPLIER will have a City of Turlock business license.

30. ASSIGNMENT: This Agreement is binding upon CITY and SUPPLIER and their successors. Except as otherwise provided herein, neither CITY nor SUPPLIER shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

31. RECORD INSPECTION AND AUDIT: SUPPLIER shall maintain adequate records to permit inspection and audit of SUPPLIER's time and material charges under this Agreement. SUPPLIER shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

32. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and SUPPLIER agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by SUPPLIER without the prior written consent of CITY.

33. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: SUPPLIER shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*

34. VENUE: Venue for all legal proceedings shall be in the Superior Court of the State of California, in and for the County of Stanislaus.

35. ATTORNEY'S FEES AND COSTS: If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

36. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for SUPPLIER: **JOE GOMES & SONS, INC.**
ATT: JOE GOMES
727 N. TULLY ROAD
TURLOCK, CA 95380
PHONE: (209) 632-3111
FAX: (209) 632-1503

for CITY: **CITY OF TURLOCK**
ATTN: ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING DIVISION
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5542
FAX: (209) 668-5695

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

Lisa Quiroga, Purchasing Coordinator
Administrative Services Department
156 S. Broadway, Suite 270
Turlock, California 95380-5454
Telephone: (209) 668-5402
E-mail: equiroga@turlock.ca.us

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

CITY OF TURLOCK, a municipal corporation

By: _____
Toby Wells, P.E., City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

By: _____
Douglas L. White, City Attorney

ATTEST:

By: _____
Jennifer Land, City Clerk

JOE GOMES & SONS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A

"GASOLINE AND DIESEL FUEL CARD-LOCK FUELING SERVICES"
PROPOSAL PRICING SHEET

We, the JOE GOMES & SONS, INC Company, declare that we have carefully examined RFP No. 20-015 and propose to furnish products and/or services in full accordance with the terms and conditions specified herein. We hereby offer to provide the City with the specified fuel at the following differential cost above the weekly average of prices quoted for the Stockton, CA market by the Oil Price Information Service (taxes excluded).

FOR FUEL PURCHASED LOCALLY

OPIS PRICE DIFFERENTIAL
($0.000 per gallon)

First Year August 2020 to July 30, 2021

Type of Fuel	Opis	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	1.766	.0392	.10	$ 1.9052
Premium /Supreme Fuel	2.055	.0392	.10	$ 2.1942
Ultra-Low Sulfur Diesel	1.591	.0464	.10	$ 1.7374

2nd Year August 2021 to July 30, 2022

Type of Fuel	Opis	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	PRICE UNAVAILABLE	.0392	.10	$ Opis price + freight & markup
Premium /Supreme Fuel	" "	.0392	.10	$ " "
Ultra-Low Sulfur Diesel	" "	.0464	.10	$ " "

3rd Year August 2022 to July 30, 2023

Type of Fuel	Opis	Freight	Markup	Total
Unleaded Fuel (not less than 87 octane)	Price Unavailable	.0392	.10	$ Opis price + freigl & markup
Premium /Supreme Fuel	" "	.0392	.10	$ " "
Ultra-Low Sulfur Diesel	" "	.0464	.10	$ " "

Signature

JEFF GOMES
Print Name

President
Title

6/26/2020
Date

Bulk Tank			
Type of Fuel	**Freight**	**Markup**	**Total**
Unleaded Fuel (not less than 87 octane)	0.0592	0.12	.1792
Premium/Supreme Fuel	0.0592	0.12	.1792
Ultra-Low Sulfur Diesel	0.0664	0.12	0.1864

9A

City Council Staff Report
August 11, 2020

From: Toby Wells, P.E., City Manager

Prepared by: Toby Wells, P.E., City Manager

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a Resolution of Support for the City of Turlock Police Department

2. SYNOPSIS:

Adopting a citizen-initiated resolution of support for the Police Department.

3. DISCUSSION OF ISSUE:

On June 23, 2020, Mr. Ron Bridegroom sent an email to the City Council and staff requesting consideration of a resolution of support and funding for the City of Turlock Police Department. During the regular City Council meeting on that same evening, Mr. Michael Camara read the same resolution and requested Council to consider the resolution at the next Council meeting.

On July 14, 2020, Council directed staff to agendize a discussion item to provide direction on the citizen-initiated resolution.

On July 22, 2020, Mr. Bridegroom submitted an updated draft resolution for Council review and consideration.

At their regularly scheduled meeting of July 28, 2020, the Council reviewed and discussed the proposed citizen-initiated resolutions and directed staff to agendize the updated resolution for action at the next Council meeting.

The proposed resolution before Council contains the updated language provided by Mr. Bridegroom on July 22, 2020. Staff has reviewed the language within the proposed resolution and coordinated accuracy with the citizens.

4. BASIS FOR RECOMMENDATION:

A. The City Council directed staff to agendize the resolution for Council consideration. Adoption of a resolution requires formal action by the City Council.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The resolution of support will have no financial implications or obligations.

6. CITY MANAGER'S COMMENTS:

City Manager will implement Council direction.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

The City Council choose to do any of the following:

1. Adopt the resolution;
2. Continue consideration of the resolution and provide direction to staff for changes; or
3. Reject the resolution.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A RESOLUTION OF SUPPORT FOR THE CITY OF TURLOCK POLICE DEPARTMENT	}	**RESOLUTION NO. 2020-**

WHEREAS, in recognition of the increase in crime rates in the City of Turlock; and

WHEREAS, in recognition of the recent vandalism of Turlock City Hall and of multiple local businesses and in recognition of the increasing concerns of citizens of Turlock for their safety and that of their property; and

WHEREAS, in recognition of the calls for review of Police procedures and Defunding the Police; and

WHEREAS, in recognition of Police Chief Amirfar's recent report addressing such a review and delineating the multiple years of positive organizational conduct and exceptional performance by members of the Turlock Police Department; and

WHEREAS, in recognition that the past several years of Defunding and under staffing of the Turlock Police Department has resulted in it being reactive rather than being proactive as demonstrated by the elimination of Community Outreach Programs, C.A.R.E. teams, probation and parole checks (California Penal Code section 290 sex registrants) and gang compliance checks; and

WHEREAS, the Defunding of the Police Department during the past two years has resulted in Turlock having ratio of 1.10 officers per one thousand residents; and

WHEREAS, as stated in the Community Priorities Advisory Committee (CPAC) report, the Dispatch Center is severely understaffed and the loss of even one person would be catastrophic impacting police, fire, and emergency medical services; and

WHEREAS, in recognition of the need to assure the citizens of Turlock that THEIR SAFETY is of paramount importance to this council and all city staff, and that the security of their homes, businesses, and schools shall not be compromised or neglected by way of budget cuts or staff reductions during this especially tumultuous time.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt a Resolution of Support for the City of Turlock Police Department and declares its full faith and confidence in our local police department and its management and encourages the City Manager and Police Chief to continue their review of policies and use of increased training to ensure ALL citizens are treated with respect, dignity and fairness.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2020, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____
Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

9B

City Council Staff Report
August 11, 2020

From: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Director

Agendized by: Toby Wells, P.E., City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the California Military Department's request to end the ninety-nine (99) year lease as a result of the lead mitigation in the former indoor shooting range, accepting the facility "as is" and directing the City Manager to facilitate the transfer of the facility back to the City of Turlock

Motion: Accepting the appraisal report (Exhibit A) for the property located at 1040 Flower St.

Motion: Directing staff to proceed with the "Letter of Interest" (Exhibit B) process to evaluate potential development opportunities for the property located at 1040 Flower St.

2. SYNOPSIS:

Accepting the California Military Department's request to end the lease at 1040 Flower St., the appraisal report and directing staff to proceed with the "Letter of Interest" process to evaluate potential development opportunities for the property located at 1040 Flower St.

3. DISCUSSION OF ISSUE:

The City of Turlock has been home to the Turlock Armory since 1960 when the City granted the State a ninety-nine (99) year lease of a five (5) acre parcel for the purpose of constructing an armory. In 1967, the City requested a lease back of an unused portion of the parcel for recreational purposes. This area is what is now known as Soderquist Baseball Field. In addition to the baseball field, two facilities have been constructed on the site, the main armory building and a metal storage building located in a secured parking area. The main building is almost 12,000 square feet and primarily consists of offices, training/conference rooms, a gymnasium, restroom/locker room, kitchen and a former indoor shooting range

now being used as storage. The facility also includes over 25,000 square feet of parking and landscaped area. The area dedicated to the armory (APN 061-003-017) and supportive infrastructure is 1.48 acres.

On June 10, 2016, the City received notice from the California Military Department (CMD) indicating their intent to end the ninety-nine (99) year lease early. The National Guard unit currently assigned to this location is being permanently relocated. As outlined in Article 18 of the agreement, the City as the Lessor has the right to require the lessee to remove all improvements upon ending the lease. The California Military Department has indicated they would prefer to leave all improvements to the City rather than incur the cost of demolition. At the August 30, 2016 Council meeting, funds were appropriated to conduct a Phase I (Exhibit E) Environmental Site Assessment (ESA) and if necessary, a Phase II (Exhibit F) ESA.

At the May 23, 2017 Council meeting, the results of the Phase I and Phase II Environmental Site Assessment of the Turlock Armory property located at 1040 Flower Street were accepted. In addition, the California Military Department's (CMD) request to terminate the existing ninety-nine (99) year ground lease with the City of Turlock was also accepted. It was determined the CMD would leave the site improvements but would be responsible for mitigating the identified lead dust in the former indoor shooting range. The CMD would not be responsible to mitigate the Chlordane impacted soil as it is believed to have occurred prior to the CMD's development of the land. As site inspection of the facility on June 29, 2020 confirmed the former indoor shooting range has been remodeled and the attached documentation, Lead Abatement (Exhibit C) and Lead Clearance Report (Exhibit D) confirms the lead dust was mitigated.

In addition to the lead mitigation, there was also some fire damage to the façade of the building which the CMD had planned to repair prior to the facility being transferred back to the City. Unfortunately, due to COVID, this process was significantly delayed. As a result, the CMD is requesting the City receive the building without this repair in order to avoid additional delays with transferring the lease. The estimated cost to repair the fire damage is approximately $25,000. The City's building official inspected the damage and believes it is minor in nature and poses no significant hazard to the building.

In anticipation of this transfer, the City had an appraisal of the armory building and associated infrastructure completed in July 2019 (Exhibit A). The results of the appraisal indicate 5-10 years of remaining economic life and value the facility in its current condition at $535,000.

4. BASIS FOR RECOMMENDATION:

In order to determine the future use of this property, staff recommends utilizing a "Letter of Interest" process (Exhibit B) to evaluate potential development opportunities at the site. Depending on the results of this effort, the City may move forward with an RFQ/RFP process.

Council may ultimately decide to retain the property for City related uses however careful consideration must be given to our current financial constraints. A lack of capital project funding and maintenance staff are unfortunate realities to consider before making this determination. A better understanding of the community's interest in this property will allow Council to make an informed decision about what is best for all stakeholders.

5. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: $0

Other than staff time, there are no costs to the City to implement this process.

6. CITY MANAGER'S COMMENTS

Recommend Approval.

7. ENVIRONMENTAL DETERMINATION:

N/A

8. ALTERNATIVES:

A. Council could direct staff to proceed with the sale of the property however future City facility needs should be considered.

B. Council could decide to delay this process until the City's financial situation improves; however, the facility could become an attractive nuisance if it remains vacant for an extended period of time.

C. Council could retain the property for future City related needs but must consider the lack of available Capital Improvement funding and maintenance staff.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE CALIFORNIA MILITARY DEPARTMENT'S REQUEST TO END THE NINETY-NINE (99) YEAR LEASE AS A RESULT OF THE LEAD MITIGATION IN THE FORMER INDOOR SHOOTING RANGE, ACCEPTING THE FACILITY "AS IS" AND DIRECTING THE CITY MANAGER TO FACILITATE THE TRANSFER OF THE FACILITY BACK TO THE CITY OF TURLOCK	}	**RESOLUTION NO. 2020-**

WHEREAS, the City of Turlock has been home to the Turlock Armory since 1960 when the City granted the State a ninety-nine (99) year lease of a five (5) acre parcel for the purpose of constructing an armory; and

WHEREAS, on June 10, 2016, the City received notice from the California Military Department (CMD) indicating their intent to end the ninety-nine (99) year lease early due to the National Guard unit being permanently relocated; and

WHEREAS, as outlined in Article 18 of the agreement, the City as the Lessor has the right to require the lessee to remove all improvements upon ending the lease but the CMD has indicated they would prefer to leave all improvements to the City rather than incur the cost of demolition; and

WHEREAS, at the August 30, 2016 Council meeting, funds were appropriated to conduct a Phase I (Exhibit E) Environmental Site Assessment (ESA) and if necessary, a Phase II (Exhibit F) ESA and at the May 23, 2017 Council meeting, the results of the Phase I and Phase II Environmental Site Assessment of the Turlock Armory property located at 1040 Flower Street were accepted along with the request to terminate the lease; and

WHEREAS, it was determined the CMD would leave the site improvements but would be responsible for mitigating the identified lead dust in the former indoor shooting range; and

WHEREAS, as site inspection of the facility on June 29, 2020 confirmed the former indoor shooting range has been remodeled and the attached documentation, Lead Abatement (Exhibit C) and Lead Clearance Report (Exhibit D) confirms the lead dust was mitigated; and

WHEREAS, in addition to the lead mitigation, there was also some fire damage to the façade of the building which the CMD had planned to repair prior to the facility being transferred back to the City, but unfortunately, due to COVID, this process was significantly delayed; and

WHEREAS, as a result, the CMD is requesting the City receive the building without this repair in order to avoid additional delays with transferring the lease; and

WHEREAS, the estimated cost to repair the fire damage is approximately $25,000 and the City's building official inspected the damage and believes it is minor in nature and poses no significant hazard to the building; and

WHEREAS, in anticipation of this transfer, the City had an appraisal of the armory building and associated infrastructure completed in July 2019 (Exhibit A) with the results of the appraisal indicating 5-10 years of remaining economic life and value the facility in its current condition at $535,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the California Military Department's request to end the ninety-nine (99) year lease as a result of the lead mitigation in the former indoor shooting range, accepting the facility "as is" and directing the City Manager to facilitate the transfer of the facility back to the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11th day of August, 2020, by the following vote:

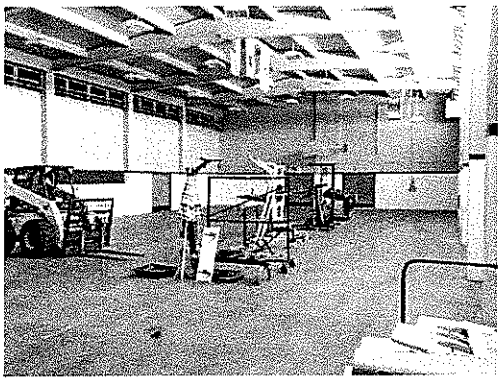
AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

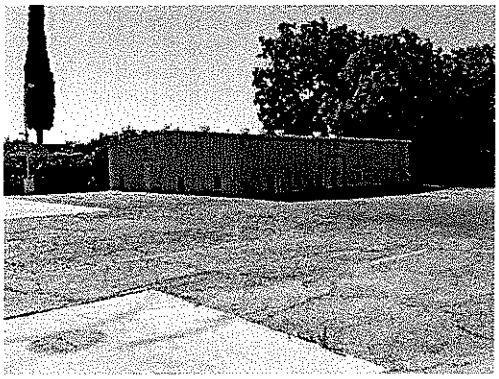
ATTEST:

_____
Jennifer Land, City Clerk,
City of Turlock, County of Stanislaus,
State of California

EXHIBIT A

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.





No. 19066

Appraisal Report

for

City of Turlock

Former California National Guard Armory Property
1040 Flower Street
Turlock, CA
APN: 061-003-017

Prepared by:

Brian C. Drake, R/W-AC
Appraiser

July 2019

Associated Right of Way Services, Inc.
2300 Contra Costa Blvd., Suite 525
Pleasant Hill, CA 94523
925.691.8500

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

2300 Contra Costa Blvd.
Suite 525
Pleasant Hill, CA 94523

925.691.8500 *phone*
925.691.6505 *fax*
www.arws.com

30th 1989 2019 ANNIVERSARY

July 19, 2019

Nathan Bray, P.E.
Interim Director of Development Services / City Engineer
City of Turlock
156 S. Broadway Ste 150
Turlock, CA 95380

Re: Former California National Guard Armory Property
Owner: City of Turlock
Property Address: 1040 Flower Street, Turlock, CA
APN: 061-003-017

Dear Mr. Bray:

In accordance with our contract with the City of Turlock, an appraisal has been made of the market value of the fee simple interest in the above referenced property as requested. The appraisal has been commissioned to assist the Client in internal decision making purposes regarding the possible disposition of the interests under consideration.

The subject property is currently leased and occupied by the California National Guard 149th Chemical Company. The tenant desires to terminate the lease and the purpose of this appraisal is to furnish an opinion of the market value of the fee simple interest in the subject real property. *At the request of the Client, a hypothetical condition has been made that the subject property was not encumbered with a lease on the date of value.*

This Appraisal Report is prepared in conformance with the Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2(a). I have completed an inspection of the subject, gathered pertinent information, sales and other data relevant to the valuation and analyzed the data to reach my conclusions. I visited the property appraised on June 19, 2019. The date of value is the date of the site inspection.

The opinion of value is shown in the following Valuation Summary, which is made a part of this transmittal letter and appraisal report. The accompanying report is submitted for your review and approval. The following report is subject to the Assumptions and Limiting Conditions included herein.

Sincerely,

Brian C. Drake, R/W-AC
State Certified General Appraiser
CA License No. AG031568

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Valuation Summary

Fee Simple Interest
$535,000 (Five Hundred and Thirty-Five Thousand Dollars)

Date of Valuation:	June 19, 2019 (date of site visit)
Property Location/Address:	1040 Flower Street, Turlock, CA
Assessor's Parcel Number:	061-003-017
Owner:	City of Turlock
Owned Since:	For more than five years
Occupied By:	California National Guard, who is in the process of vacating the property
Principal Improvements:	One-story 11,918 square foot building of concrete block construction demised for a single-user, with interior build-out typical of an armory
Age of Improvements:	Constructed in 1963; the effective age is estimated to be the same as the chronological age, 56 years
Remaining Economic Life:	5-10 years
Site Area:	64,517 square feet or approximately 1.48 acres
Floor Area Ratio (FAR):	0.18
Parking:	40 parking spaces, or 3.36 spaces per 1,000 square feet of building area
Zoning:	P-S – Public & Semi-Public
General Plan:	Public / Institutional (PUB)
Highest and Best Use	
As If Vacant:	Development of a multifamily project at a density consistent with the neighborhood *(see extraordinary assumption used).*

As Improved:	Continued use of the existing improvements for specialty purpose use until redevelopment of the site with a multifamily project becomes feasible
Flood Hazard Information:	Flood Zone X, Map No. 06099C0825E, dated September 26, 2008
Earthquake Information:	Not located in an Earthquake Fault Zone
Environmental Assessment:	A Phase II Environmental Site Assessment (ESA) prepared by Rincon Consultants, Inc. for the subject property, dated February 21, 2017, was reviewed. Based on the results, environmental remediation is required regarding the subject property when considering the highest and best use. At the request of the Client, this appraisal has been made under the hypothetical condition that the subject is clear of environmental contaminants on the date of value.

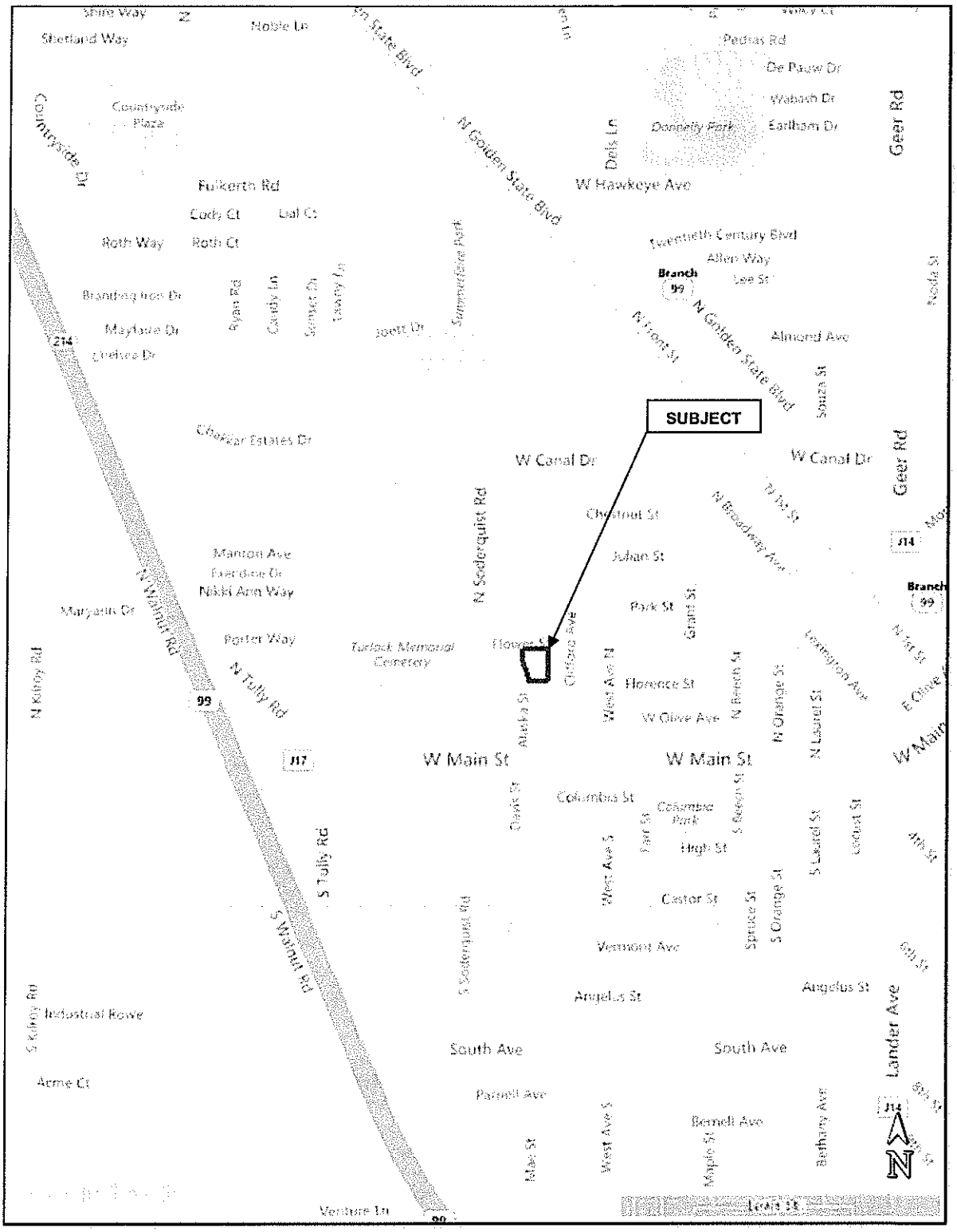
The intent of this appraisal assignment is to conduct an investigation approximating the thoroughness that a typical buyer would conduct when considering similar property on the open market in the subject's neighborhood and competing markets, and in conformance with the necessary policies and techniques used by appraisers in developing an estimate of market value.

An inspection of the subject was conducted to determine size, condition, and utility of the subject land and improvements. Two of the three approaches to value have been utilized in the valuation of the subject property. The sales comparison approach revealed that this market is primarily made up of owner users, and therefore, since properties similar to the subject are not typically purchased as investment properties, the income approach was not utilized. The sales comparison approach was used, considering the quality and quantity of the comparable sales data found in the market. Considering that subject improvements are close to being fully depreciated, and nearing the end of their remaining economic life, the cost approach was also considered to be a reliable value indicator, and also used in the valuation of the subject property.

City of Turlock
Former California National Guard Armory Property
1040 Flower Street, Turlock, CA

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Subject Location Map



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Introduction

Purpose of the Appraisal

The purpose of this appraisal is to furnish an opinion of the market value of the fee simple interest in the subject real property.

Scope of Assignment

The subject property was inspected to determine the size, condition, and utility of the land and any existing improvements and/or encumbrances. Descriptive data about the subject was gathered from online data resources, such as public record summary, assessor's parcel map, aerial map, and flood map, in addition to any data provided by the Client. Planning department personnel with the City of Turlock were contacted and their website utilized to obtain data about land use ordinances as they apply to the subject. Macro and micro-economic information was gathered from the Internet and various news publications. Market participants were interviewed. Analysis of market conditions was completed, both general and specific to the market. Searches of public records, real estate listings and sales services were employed to obtain comparable data. Relevant property sales were researched and confirmed to the extent possible. The data and conclusions are set out in the Valuation section of this report.

The Appraisal Report conforms to Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. The information contained in this report is specific to the needs of the Client and for the intended use stated in this report. I am not responsible for unauthorized use of this report. The intent of this report is to provide sufficient data and analysis so as to have no misleading information and a conclusion of value of high reliability.

Intended Use of the Appraisal

It is understood that this appraisal is intended for use by the Client for internal decision-making purposes to plan the future ownership and possible disposition of the subject property. The appraisal report is subject to administrative review by the Client.

Client and Intended User of the Appraisal

The Client and the intended user of this appraisal report is the City of Turlock.

Date of Valuation

The property in this report has been valued as of June 19, 2019. The date of value is the date of the site inspection.

Property Interest Appraised

This appraisal addresses the fee simple estate in the subject property. The fee simple estate is defined as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

(The Dictionary of Real Estate Appraisal, Sixth Edition, published by the Appraisal Institute)

Market Value Defined

(The Appraisal of Real Estate, 13th Edition, published by the Appraisal Institute)

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Reasonable Exposure Time

Uniform Standards of Professional Appraisal Practice (USPAP 2018/2019 edition: Definitions) defines exposure time as follows:

> "EXPOSURE TIME: estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.
>
> Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."

Exposure time is presumed to be a reasonably adequate and sufficient period of time with adequate effort necessary to result in a sale fulfilling the definition of value. It is presumed to be a period immediately preceding the effective date of value. Based on the data researched for this assignment, it has concluded that an exposure time of 6 months is appropriate.

Certification of Appraiser

I hereby certify that to the best of my knowledge and belief:

I have personally inspected the property that is the subject of this report.

The statements of fact contained in the appraisal report are true and correct, and the information upon which the opinions expressed therein are based is correct; subject to the Limiting Conditions therein set forth.

Neither my employment nor my compensation for completing this assignment is in any way contingent upon the values reported herein. My compensation is not contingent upon the developing or reporting of predetermined values or direction in value that favors the cause of the Client, the amounts of the value opinions, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.

I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

I have performed no services as an appraiser or in any other capacity, regarding the property that is the subject of this report, within a three-year period immediately preceding the acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

The reported analyses, opinions, and conclusions are limited only by the reported Assumptions and Limiting Conditions, and are my own personal, impartial, unbiased professional analyses, opinions, and conclusions.

The reported analyses, opinions, and conclusions were developed, and this report, to the best of my knowledge and belief, has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the Uniform Standards of Professional Appraisal Practice (USPAP).

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, I have completed the Standards and Ethics Education Requirement for Practicing Affiliates of the Appraisal Institute.

The opinion of market value for the subject property, as of the date of valuation, is set forth in the Valuation Summary and is based upon my independent appraisal and the exercise of professional judgment.

John Russell, Appraisal Research Analyst with ARWS, aided with market research, confirmation of comparable data, and the writing of portions of this report. No one else provided significant real property assistance to the person signing this certification.

I hereby certify that my opinion of the market value of the property appraised as described in this report is included herein and that my opinions and conclusions were made subject to the Assumptions and Limiting Conditions in this report and without collusion, coercion or direction from anyone as to value.

July 19, 2019
Date

Brian C. Drake, R/W-AC
State Certified General Appraiser
CA License No. AG031568

Assumptions and Limiting Conditions

The following Assumptions and Limiting Conditions have been relied upon and used in making this appraisal and estimating the respective values required by the purpose of the appraisal and its intended use.

- No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable, unless otherwise stated in this report.
- The property is appraised free and clear of any or all liens and encumbrances, unless otherwise stated in this report.
- Responsible ownership and competent property management are assumed, unless otherwise stated in this report.
- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- Sketches, plat maps, or photographs contained in this report are included to assist the reader in visualizing properties and I have personally made no survey of the property.
- No responsibility is assumed for discovery of hidden or non-apparent conditions of the property, subsoil, or the structures that render it more or less valuable. Encroachment of real property improvements is assumed to not exist. No responsibility is assumed for arranging for engineering studies or a survey, which may be required to discover these conditions.
- It is assumed that the subject is in full compliance with all applicable Federal, State, and local environmental regulations and laws, unless otherwise stated in this report.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this report.
- It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been, or can be, obtained or renewed for any use on which the value conclusions contained in this report are based.
- I am not a soil expert. The existing soil and substructure have been assumed adequate for existing or proposed uses unless contrary information is provided and contained in this report. It is advisable to have a soil analysis and report completed by a qualified soil engineer, or other qualified expert, so that any interested party will become knowledgeable as to the important soil information including seismic data, soil contaminants, type of fill, if any, or other relevant matters.

- Unless otherwise stated in this report, it is assumed that there are no hazardous or toxic substances in the soil comprising the subject land.

- Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature and would restrict access by disabled individuals may adversely affect the property's values, marketability, or utility.

- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

- Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without my written prior consent, and in any event, only with proper written qualification and only in its entirety.

- The delivery and/or possession of this report does not require me to attend or give testimony at any meeting, public hearing, pretrial conference, deposition or court trial unless there is a written agreement between myself and the party possessing or relying on this report or requesting such services.

- Neither all nor any part of the contents of this report *(especially any conclusions as to value, my identity, or the firm with which I am connected)* shall be disseminated to the public through advertising, public relations, news sales, or other media.

- Public records, assessor's parcel maps, and/or exhibits provided by the Client were relied upon to determine the location, size, and shape of the subject property. Property boundaries were not staked by survey.

Hypothetical Conditions

Uniform Standards of Professional Appraisal Practice (USPAP 2018/2019 edition: Definitions) defines hypothetical condition as follows:

> "HYPOTHETICAL CONDITION: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.
>
> Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

The following hypothetical condition(s) is used for this appraisal and may affect the assignment results:

- A Phase II Environmental Site Assessment (ESA) prepared by Rincon Consultants, Inc. for the subject property, dated February 21, 2017, was reviewed and the report appears in the Addenda (excluding the Appendix). Based on the results of the soil assessment for the Phase II ESA, environmental remediation is required regarding the subject property when considering the highest and best use. At the request of the Client, this appraisal has been made under the hypothetical condition that the subject is clear of environmental contaminants on the date of value.

- The subject property is currently leased and occupied by the California National Guard 149th Chemical Company. The tenant desires to terminate the lease and the purpose of this appraisal is to furnish an opinion of the market value of the fee simple interest in the subject real property. At the request of the Client, a hypothetical condition has been made that the subject property was not leased on the date of value.

- A small portion of the building had been recently damaged by fire. According to a representative for the tenant, the repairs were the responsibility of the tenant and the representative was unaware as to why they had not already been completed. This appraisal has been made under the hypothetical condition that the repairs to the fire-damaged part of the building have been completed.

Extraordinary Assumptions

Uniform Standards of Professional Appraisal Practice (USPAP 2018/2019 edition: Definitions) defines extraordinary assumptions as follows:

> "EXTRAORDINARY ASSUMPTION: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.
>
> Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis."

The following extraordinary assumption(s) is used for this appraisal and may affect the assignment results:

- A preliminary report prepared by a title company for the subject property was not provided for use in this assignment. This appraisal assumes that a current title report would not reveal any conditions that affect market value.

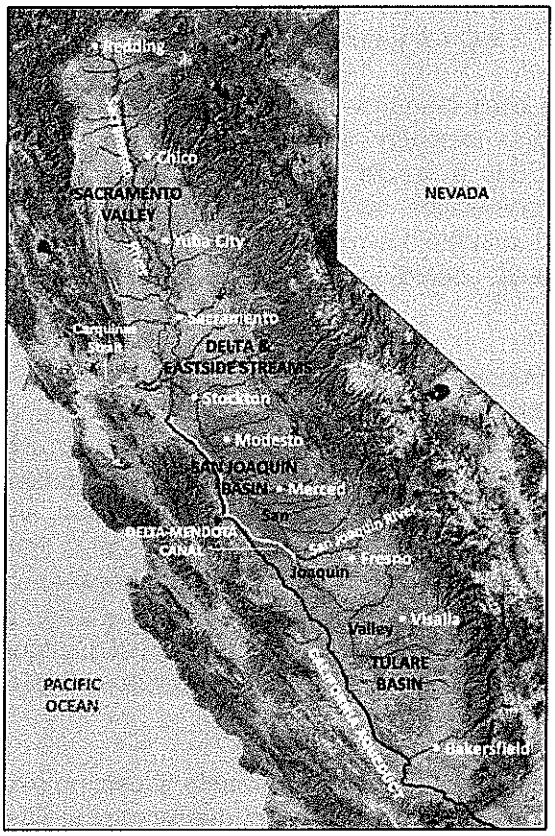
- The reason the subject has been zoned and general planned Public is because of its current use as an armory. It is stated in the General Plan that "designation of any future public or institutional site that has not been acquired shall not be construed to limit the

existing or future use of the designated land, and that the predominant land use designation surrounding any property designated for public facilities shall be used to determine the potential use of the property prior to its acquisition by the applicable governmental agency or private institution." According to City planning staff, the likely use of the subject property, as if vacant, would be residential that conforms to the neighborhood. With the exception of Soderquist Ballpark, the properties in the vicinity of the subject have a General Plan designation of Medium Density Residential, allowing for single-family and multifamily developments with a permitted density in the range of 7 to 15 dwelling units per acre. It is an extraordinary assumption of this appraisal that a General Plan amendment would be approved by the City and zoning changed for the subject property to conform with the Medium Density Residential land use designation.

- I was unable to gain access to the interior of the metal utility building located on the subject property. A representative for the tenant indicated that the structure had no interior partitioning and was filled floor to ceiling with storage racks. This appraisal assumes that the interior of the metal utility building is as described by a representative for the tenant and that the storage racks are easily moved and therefore deemed to be personal property.

General Information

Region, City and Neighborhood Data



The subject is located in the Central Valley, which dominates the central portion of California, stretching roughly 400 miles in a north-south direction and spanning an average of about 50 miles wide. The Central Valley has a long history of being one of the most productive agricultural regions. With more than 250 different crops grown using fewer than 1% of U.S. farmland, the Central Valley supplies 8% of the nation's agricultural output (by value) and produces one-quarter of the nation's food, including 40% of all fruits, nuts, and other table foods, according to figures from the USGS website.

The Central Valley is generally divided into two parts, with the northern one-third referred to as the Sacramento Valley and the southern two-thirds as the San Joaquin Valley, encompassing all or parts of 19 counties. Stanislaus County, the region the subject is located in, is at the heart of the San Joaquin Valley, bordered by the counties of San Joaquin, Calaveras, Tuolumne, Mariposa, Merced, Santa Clara, and Alameda. Stanislaus County was formed in 1854 from part of Tuolumne County shortly after California became a state in 1850. Stanislaus County encompasses 1,515 square miles and is home to about 555,624 people as of January 2018, according to the California Department of Finance.

More than 800,000 acres of farmland in Stanislaus County places the subject in one of the prime agricultural regions in the country and is among the top 15 counties across the U.S. for agricultural production. In total, Stanislaus County hosts more than 250 major industrial plants focused on food processing and related industries.

There are nine incorporated cities in Stanislaus County and four times as many census designated places and unincorporated communities. With 215,692 people, the City of Modesto is the largest municipality by a wide margin and serves as the County Seat. Modesto's growth in recent decades has bolstered its position as the hub of Stanislaus County. Located just over 10 miles southeast of Modesto, along the State Route (SR)-99 corridor, is the next largest city in the County, Turlock, with a population of 74,730. The subject is located in Turlock. Turlock was incorporated in 1908, and like many San Joaquin Valley towns from the time period, it was focused around a railroad station with streets arranged in a grid oriented to the tracks running diagonally through the city. As Turlock proceeded to expand, the land use pattern and built form was reflective of the City's historical growth within an agricultural area, and the town shifted to an

orthogonal north-south grid matching the rural road and parcel pattern around it. Golden State Boulevard, which parallels the railroad, was part of the original highway through the Central Valley that became U.S. 99 in the 1920s. A bypass was completed in the early part of the 1970s, and the highway, now SR-99, was shifted to the west of the railroad right-of-way, drawing development with it. However, growth in Turlock has mainly occurred east of the railroad tracks and north of the City's core. Turlock currently covers an area that is approximately 17 square miles.

Much of the developed land in Turlock is residential, consisting mostly of detached single-family homes in subdivisions with densities ranging from three to seven dwelling units per acre. Some of the more recently developed neighborhoods include a greater diversity of housing types, including townhouses and garden-style apartment complexes, and there are multifamily units included as a component of mixed-use projects located in the downtown. Altogether, residential uses occupy over 40% of the land within the city limits, according to the Turlock 2012 General Plan.

The largest concentration of retail development in Turlock is Monte Vista Crossings, located just east and south of the Monte Vista interchange with SR-99, and includes numerous large anchor tenants such as Target, Safeway, Home Depot, and Kohl's; two hotels; and numerous smaller national-brand specialty stores and restaurants. Community-oriented shopping areas, comprising both national chains and locally owned businesses, characterize the City's downtown and commercial corridor along Geer Road. Older automobile-oriented commercial development lines Golden State Boulevard and is also located just south of the downtown area. Emanuel Medical Center is a large office land use that is located northeast of the downtown, with a collection of smaller medical offices surrounding it. The California State University, Stanislaus (CSUS), a four-year public university campus with approximately 6,800 full-time equivalent students, occupies 210 acres within the city limits.

Modesto currently serves as the primary employment center in Stanislaus County, providing over two-thirds of the total jobs, while Turlock represents a significant portion of the remaining one-third. Turlock's agricultural setting has historically provided a basis for the City's industry, and food processing supplies the largest number of jobs in the city. Foster Farms, Emanuel Medical Center, and Turlock Unified School District are the largest employers in Turlock. According to the California Employment Development Department, as of April 2019, Turlock has 31,800 employed, Modesto has 88,300, and Stanislaus County has 224,600. The following chart displays the top employers for Stanislaus County:

#	Employer	# of Employees	% of Total Employment
1	E & J Gallo Winery	6,700	2.97%
2	Stanislaus County	4,480	1.99%
3	Modesto City Schools	3,556	1.58%
4	Doctors Medical Center	2,600	1.15%
5	Memorial Medical Center	2,400	1.06%
6	Foster Farms	2,200	0.98%
7	Del Monte Foods	2,010	0.89%
8	Stanislaus Food Products	1,875	0.83%
9	Ceres Unified School District	1,790	0.79%
10	Save Mart Supermarkets	1,650	0.73%

Source: Stanislaus County's Comprehensive Annual Financial Report, 2018

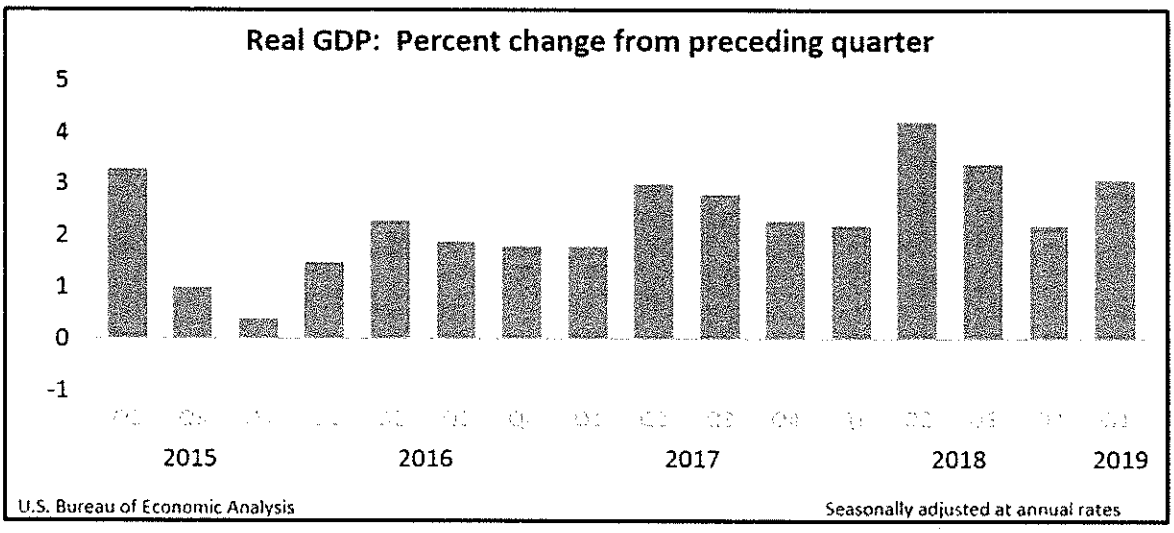
Over ten percent of the City, or just about 1,000 acres, is currently developed with industrial uses, roughly half of which are located in the Turlock Regional Industrial Park (TRIP), a master planned area with roughly 2,000 acres designated for industrial and business park uses, located west of SR-99. Industrial development located east of the freeway is situated immediately south of the downtown area, on both sides of the railroad right-of-way. A substantial portion of the industrial/commercial zoned land in the TRIP remains in agriculture, planted with row crops or orchards, with supporting rural residential uses. The plan area represents an estimated 50-year (or more) industrial/commercial land supply, and the City anticipates that agricultural activity will continue to be a part of the TRIP for many years to come.

The subject property is located in southwest Turlock, roughly one mile west of the downtown area and just under a mile east of SR-99. The subject resides at the southeast corner of Flower Street and Alaska Street in a primarily residential neighborhood with some mixed uses and some small multi-residential developments. Single family residences in the area were constructed as far back as the 1930s, with the majority being built in the 1940s through the 1970s. Just west of the subject is Soderquist Park, a 2.39-acre parcel that houses a baseball field. Further west is the Turlock Memorial Park and Funeral Home that has existed for over a century. Osborn Elementary School resides southeast of the memorial park, at the corner of North Soderquist Road and West Main Street. The neighborhood is generally bounded by West Canal Drive to the north and West Main Street to the south, both major arterial roads serving south Turlock. There is also an array of small commercial businesses in the immediate area, mainly located on West Main Street a few blocks to the south of the subject.

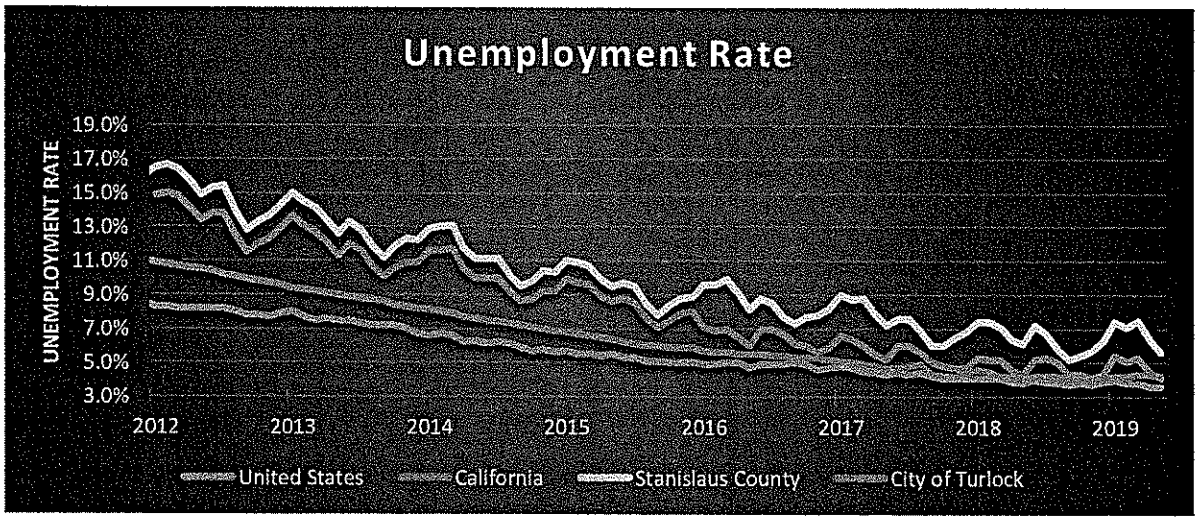
Market Conditions

Led by a rise in business investment, the U.S. economy expanded 3.2% in the first quarter of 2019, the Commerce Department reported. Increases in consumer spending, inventory investment, exports, government spending, and business investment reflect the increase in real GDP. January of 2019 started off strong by adding over 300,000 jobs and ending the first quarter

at a 3.8% unemployment rate. Annual wage growth for hourly workers increased by 3.4% the first quarter of 2019, the fastest rate increase since early 2009.



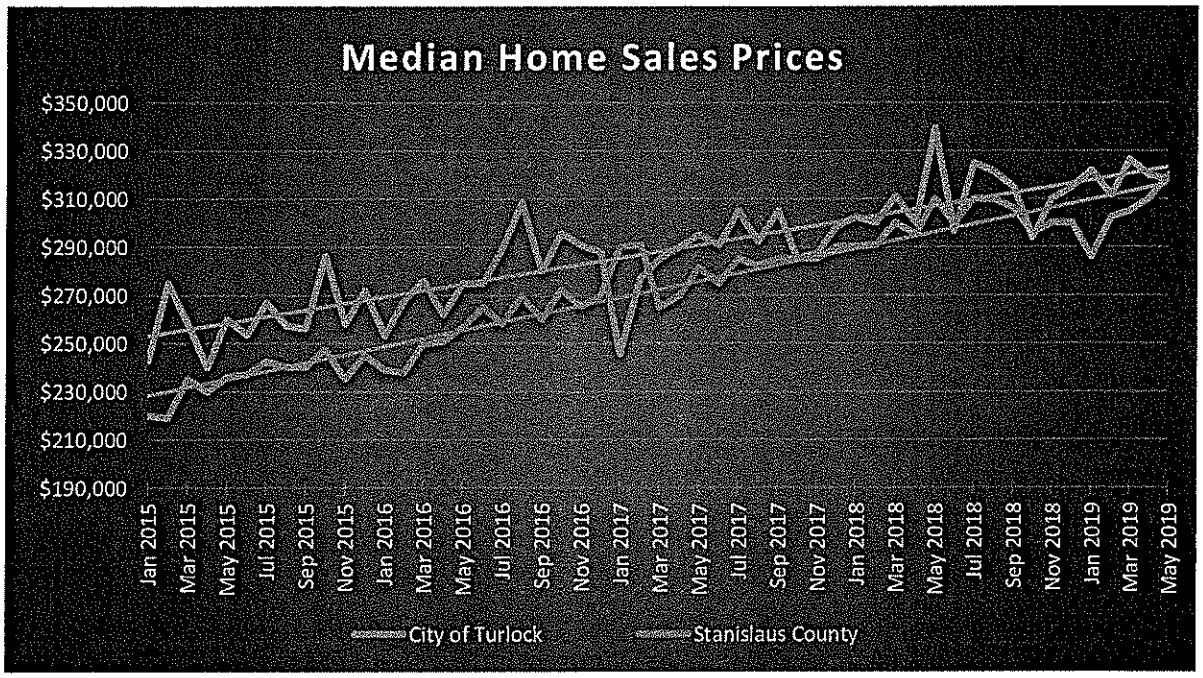
The Conference Board Consumer Confidence Index declined in June 2019 to 121.5, following an increase in May (Index, 131.3). After two consecutive months of improvement, consumer confidence declined in June to its lowest level since September 2017 (Index, 120.6). The current economic climate centered around escalations in trade and tariff tensions appears to have shaken consumers' confidence and continued uncertainty could result in further volatility in the Index, according to the Conference Board. However, the Index remains at a high level, and consumer spending, which accounts for more than two-thirds of U.S. economic activity, continues to be a relative bright spot in GDP growth.



The unemployment rate is the most frequently cited indicator of labor market health and data from the job market gives a picture of a strong economy. Job creation in the U.S. slowed somewhat to

finish out May 2019 with 75,000 jobs added, compared to 224,000 in April, and the unemployment rate remained at 3.6% when compared to May of 2018. The unemployment rate in Stanislaus County was 5.6% in May 2019, down from 6.4% reported for the prior month, and below the year-ago estimate of 6.0%. This compares with an unadjusted unemployment rate of 3.5% for California. The graph displayed on the preceding page shows the trend for unemployment rates for the nation, state, county and Turlock going back to 2012.

While median home prices are an imperfect measure of the current value of any individual home, they do provide important information regarding the overall health of residential real estate markets. The median home price for Stanislaus County in May 2019 was $320,000, up 3.2% year-over-year, according to CoreLogic. Comparatively, the median price paid for a home in California in May was $611,190, according to the California Association of Realtors.
The following graph depicts the growth of the median home sale prices in Stanislaus County and Turlock since 2015, based on CoreLogic data. Although there are some fluctuations in the median home price from month-to-month, the trends show the market consistently moving in a positive direction over the last several years. Increasing median home prices and residential development activity indicate a rebounding, robust residential market locally.



The following table shows median home sales price trends for the various cities in Stanislaus County, including Turlock:

Area	# Sold	Median Price May 2019	Median Price May 2018	% Change Year to Year
Stanislaus County	**680**	**$320,000**	**$310,000**	**3.2%**
Ceres	33	$310,000	$297,000	4.4%
Denair	4	$365,000	$445,000	-18.0%
Hughson	11	$365,000	$305,000	19.7%
Keyes	8	$384,250	$295,000	30.3%
Modesto	361	$297,500	$287,500	3.5%
Newman	15	$300,000	$250,000	20.0%
Oakdale	64	$387,000	$386,500	0.1%
Patterson	47	$380,000	$370,000	2.7%
Riverbank	27	$362,000	$315,000	14.9%
Salida	20	$337,500	$357,500	-5.6%
Turlock	80	$318,000	$339,500	-6.3%
Waterford	8	$251,500	$255,000	-1.4%

Source: CoreLogic

Residential building permits issued in Turlock over the past few years have been steady but somewhat bleak. Going back to 2015, the City issued a total of 57 residential permits, 56 units for single-family and 1 for multifamily. 2016 was the busiest year over the past five years, with 96 total permits issued consisting of 90 single-family units and 6 multifamily units. 2017 realized just 21 total permits for residential, all single-family units. 2018 had 45 total residential permits issued, all single-family units, and 2019, as of June, has seen 46 total residential permits issued, all single-family units. Comparatively, during the housing boom between 1998 and 2006, Turlock averaged about 550 single-family units per year, with the highest level of single-family permit activity occurring in 2003, when 873 were issued.

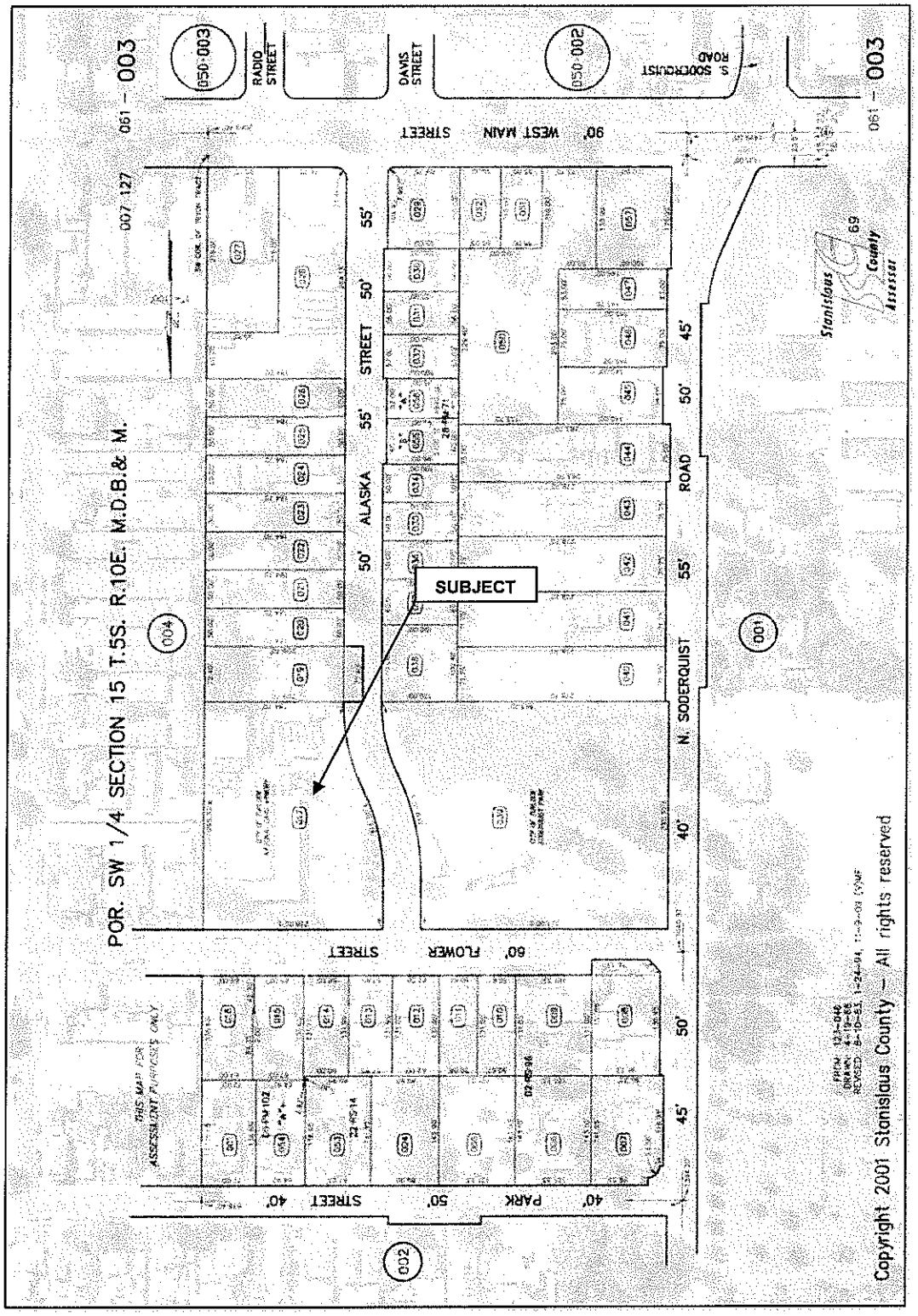
Subject Property Information

Subject Property Data Summary

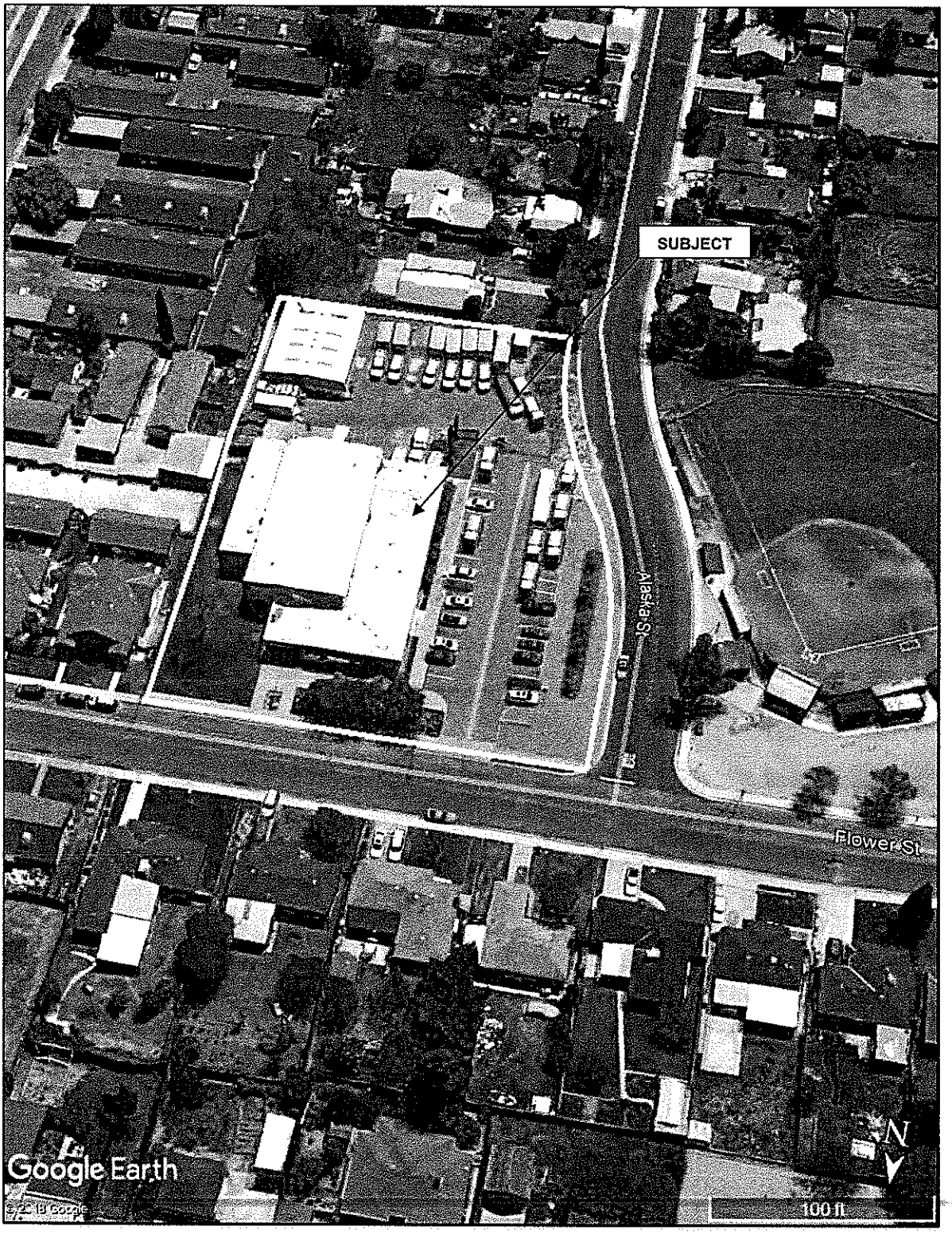
Property Location/Address:	1040 Flower Street, Turlock, CA
Assessor's Parcel Number:	061-003-017
Owner:	City of Turlock
Owned Since:	For more than five years
Occupied By:	California National Guard, who is in the process of vacating the property
Principal Improvements:	One-story 11,918 square foot building of concrete block construction demised for a single-user, with interior build-out typical of an armory
Age of Improvements:	Constructed in 1963; the effective age is estimated to be the same as the chronological age, 56 years
Remaining Economic Life:	5-10 years
Site Area:	64,517 square feet or approximately 1.48 acres
Floor Area Ratio (FAR):	0.18
Parking:	40 parking spaces, or 3.36 spaces per 1,000 square feet of building area
Zoning:	P-S – Public & Semi-Public
General Plan:	Public / Institutional (PUB)
Highest and Best Use	
As If Vacant:	Development of a multifamily project at a density consistent with the neighborhood *(see extraordinary assumption used)*.
As Improved:	Continued use of the existing improvements for specialty purpose use until redevelopment of the site with a multifamily project becomes feasible
Flood Hazard Information:	Flood Zone X, Map No. 06099C0825E, dated September 26, 2008

Earthquake Information:	Not located in an Earthquake Fault Zone
Environmental Assessment:	A Phase II Environmental Site Assessment (ESA) prepared by Rincon Consultants, Inc. for the subject property, dated February 21, 2017, was reviewed. Based on the results, environmental remediation is required regarding the subject property when considering the highest and best use. At the request of the Client, this appraisal has been made under the hypothetical condition that the subject is clear of environmental contaminants on the date of value.

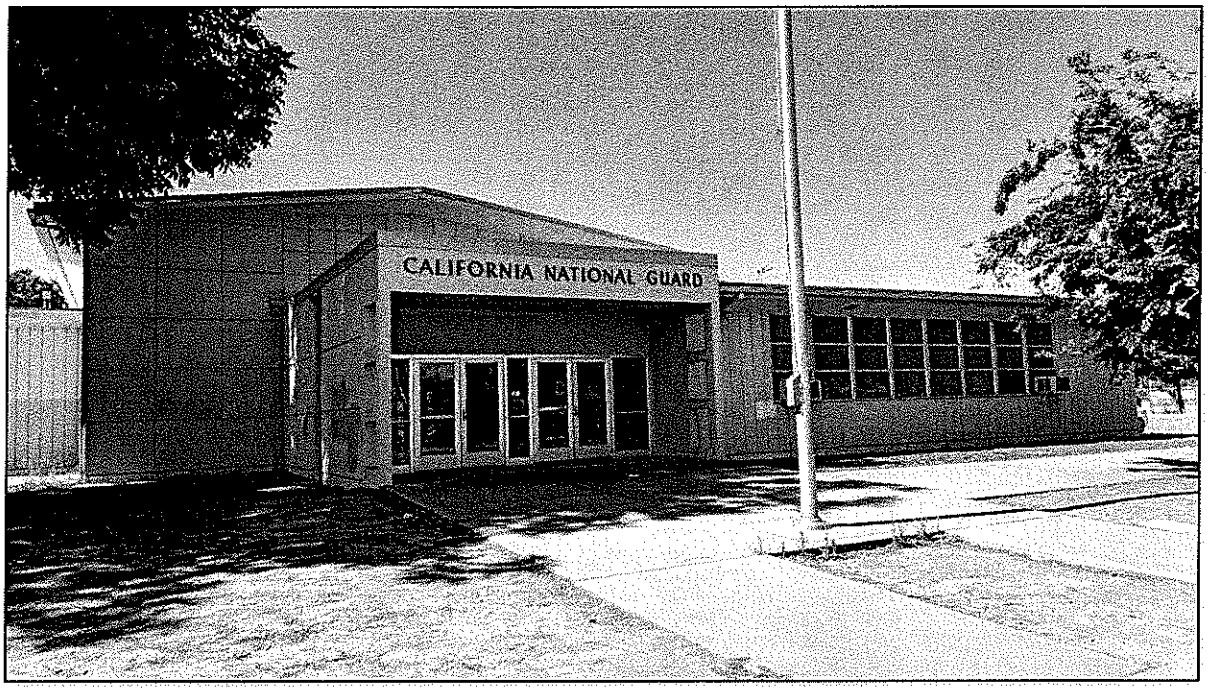
Assessor's Parcel Map



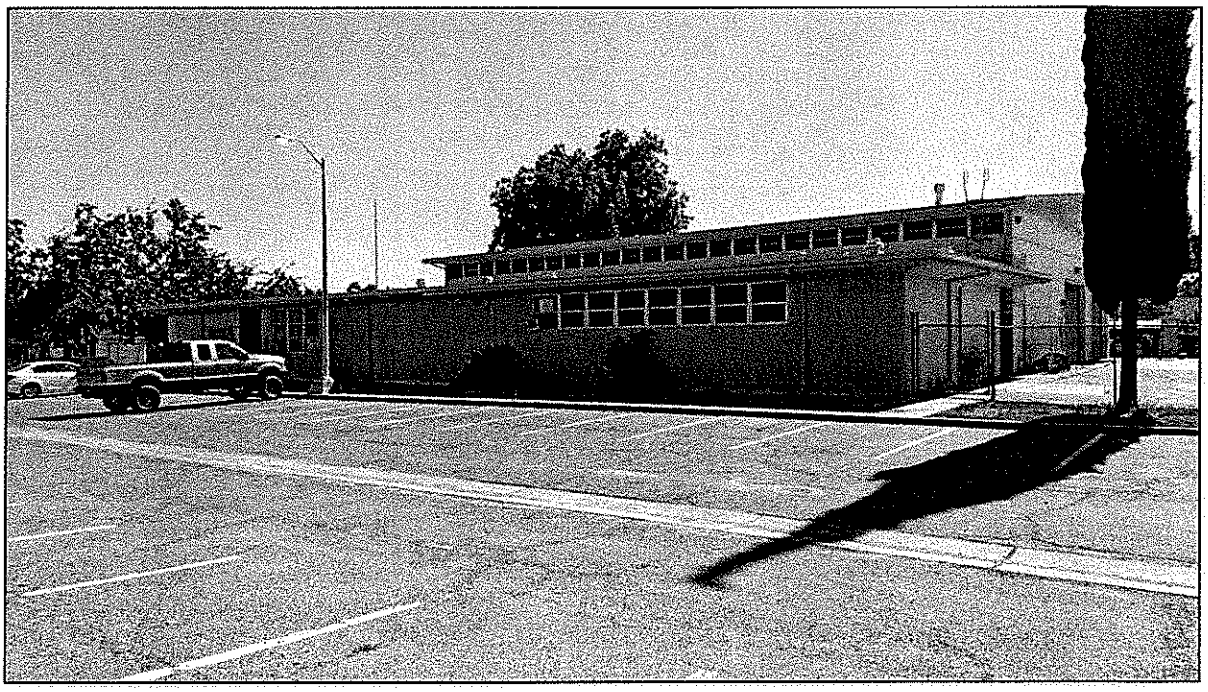
Subject Aerial Photograph



Subject Property Photographs

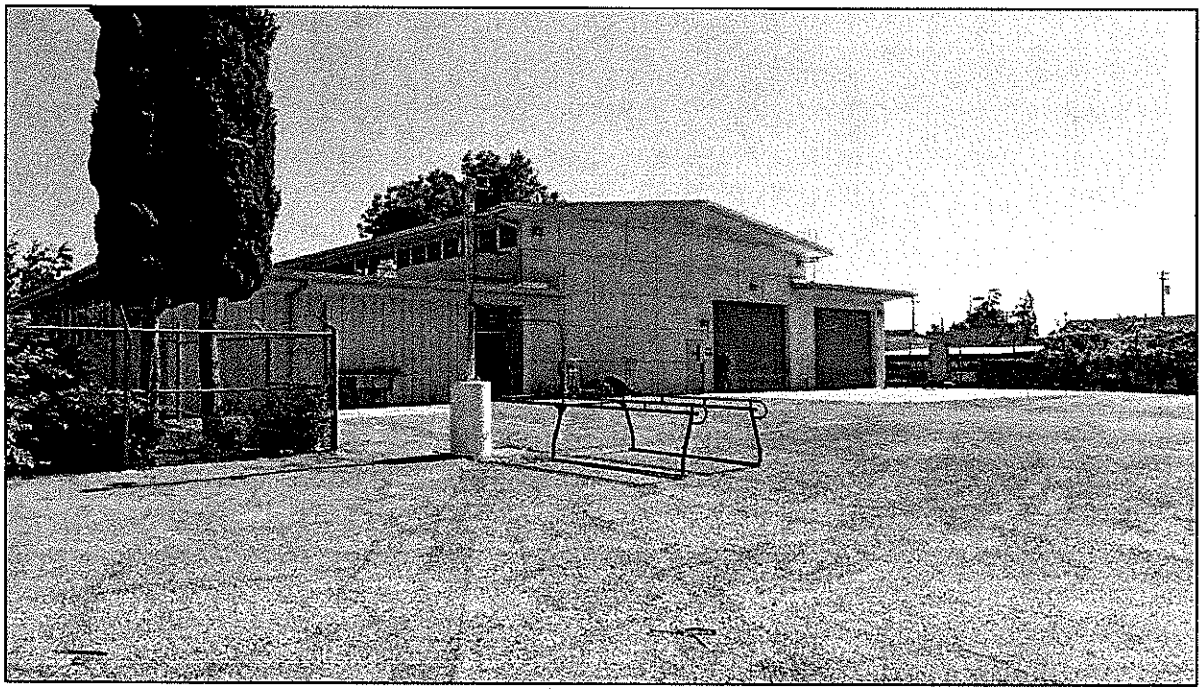


View of the front elevation of the building located on the subject property, as seen from Flower Street

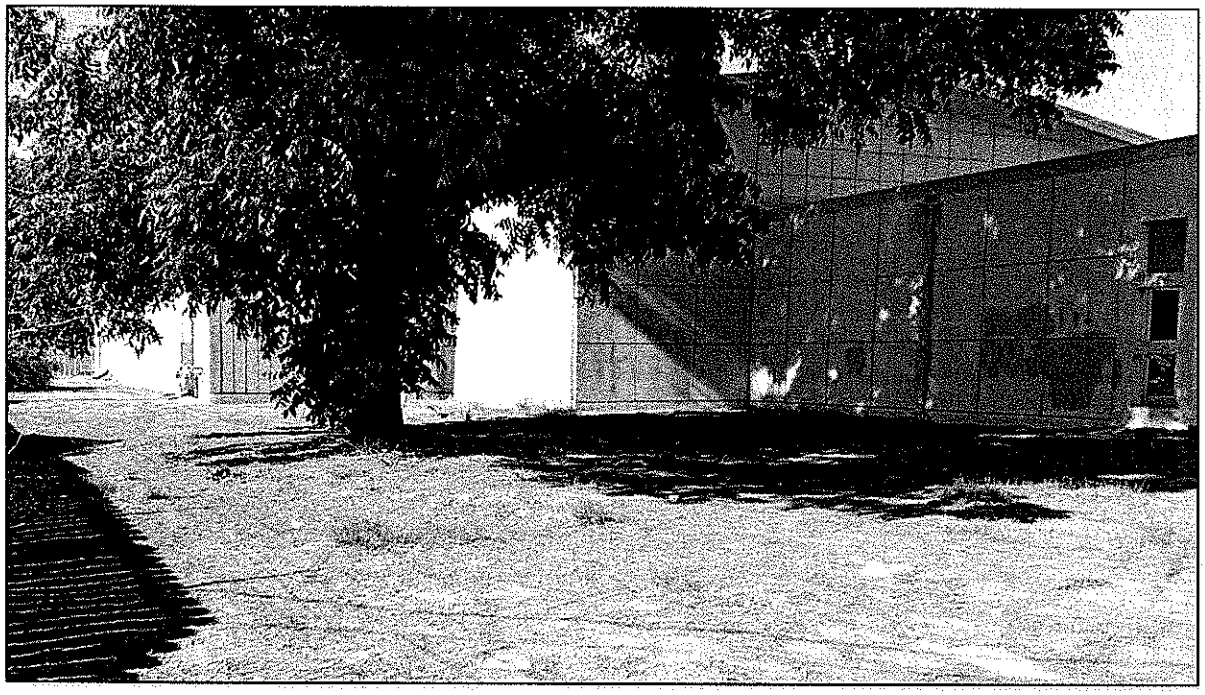


View of the west side elevation of the building located on the site, as seen from the parking lot

Subject Property Photographs

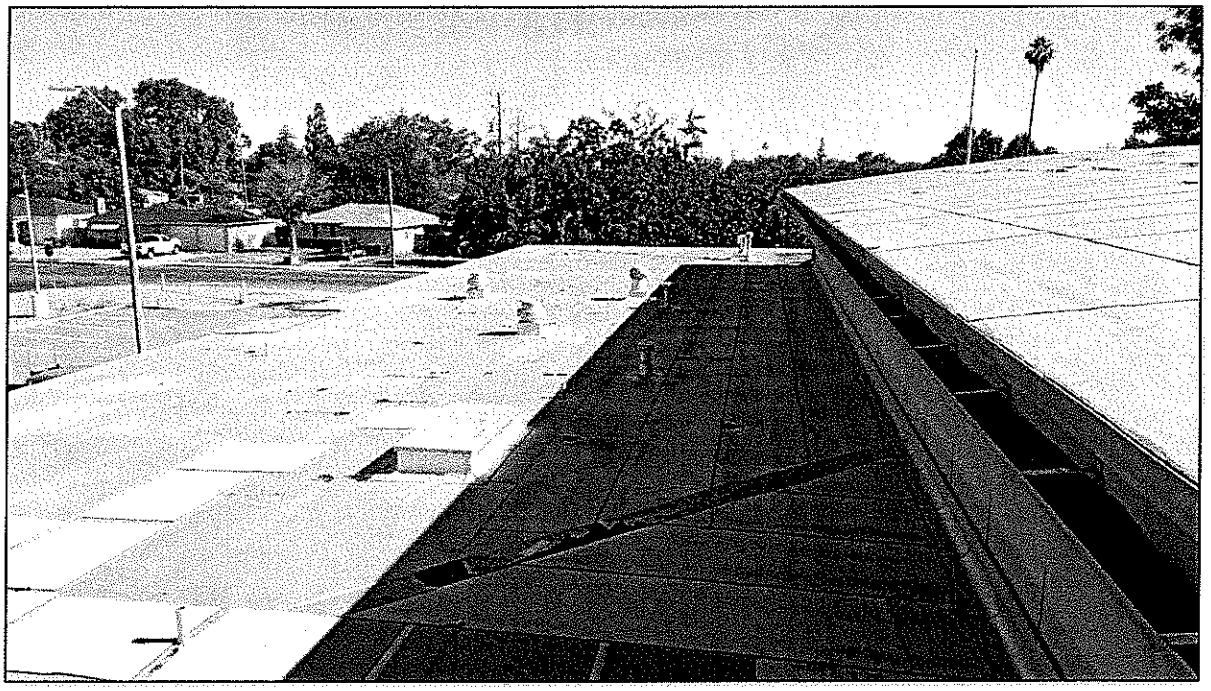


View of the rear elevation of the building located on the site, as seen from the yard space

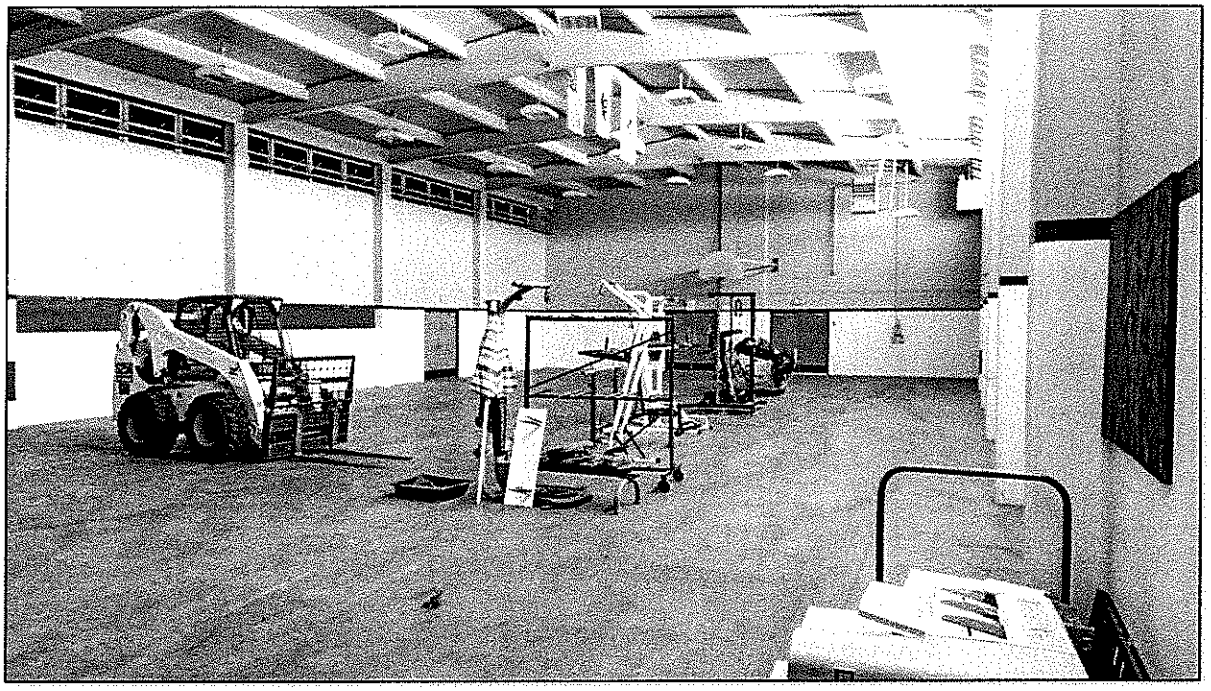


View of the east side elevation of the building located on the subject property, as seen from Flower Street

Subject Property Photographs

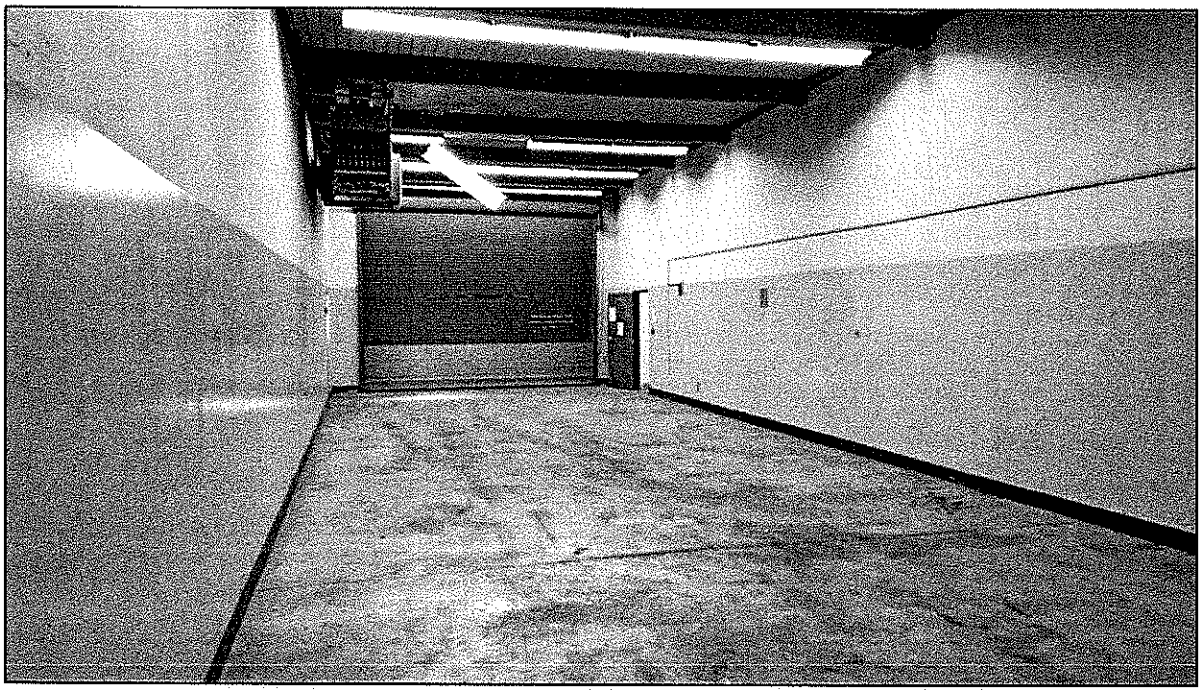


View of the roof deck of the building located on the subject property (typical)

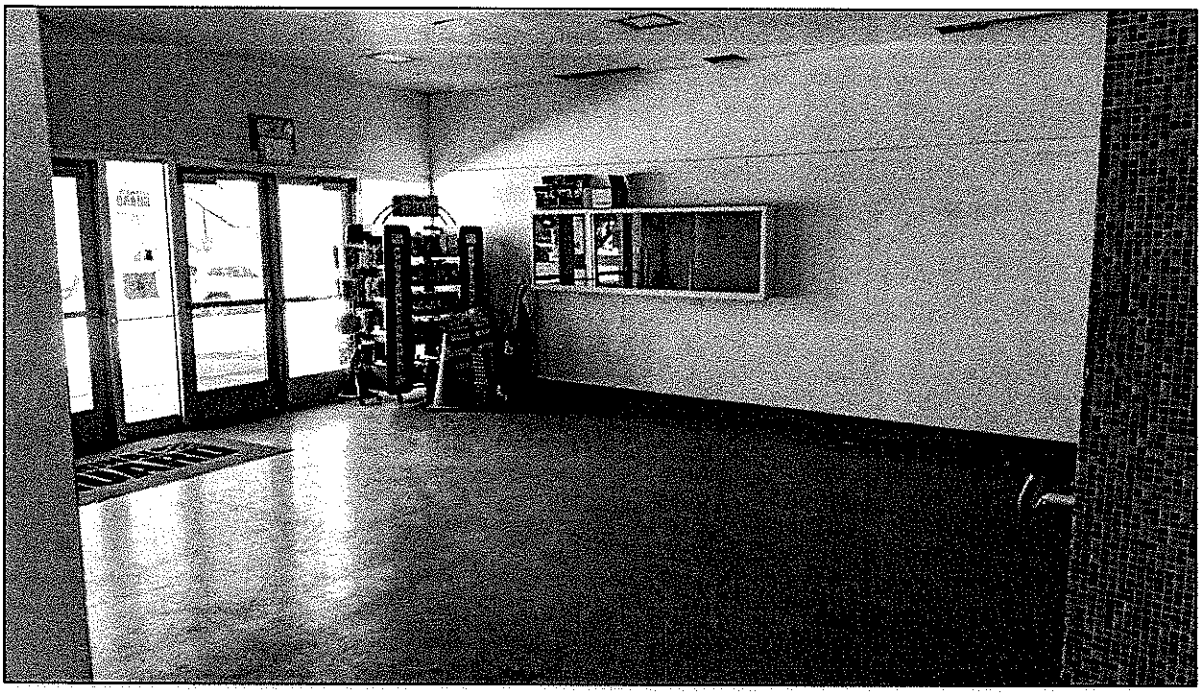


View of the interior "Assembly" area of the building located on the subject property

Subject Property Photographs

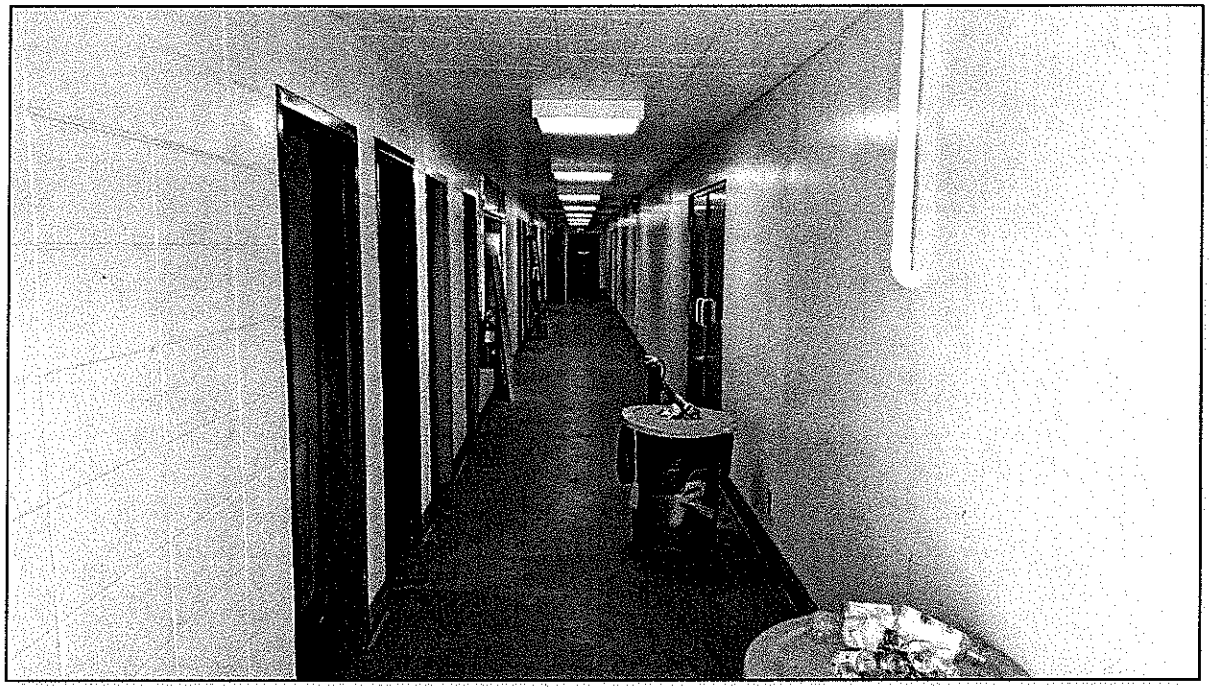


View of the interior "Rifle Range" area of the building located on the subject property

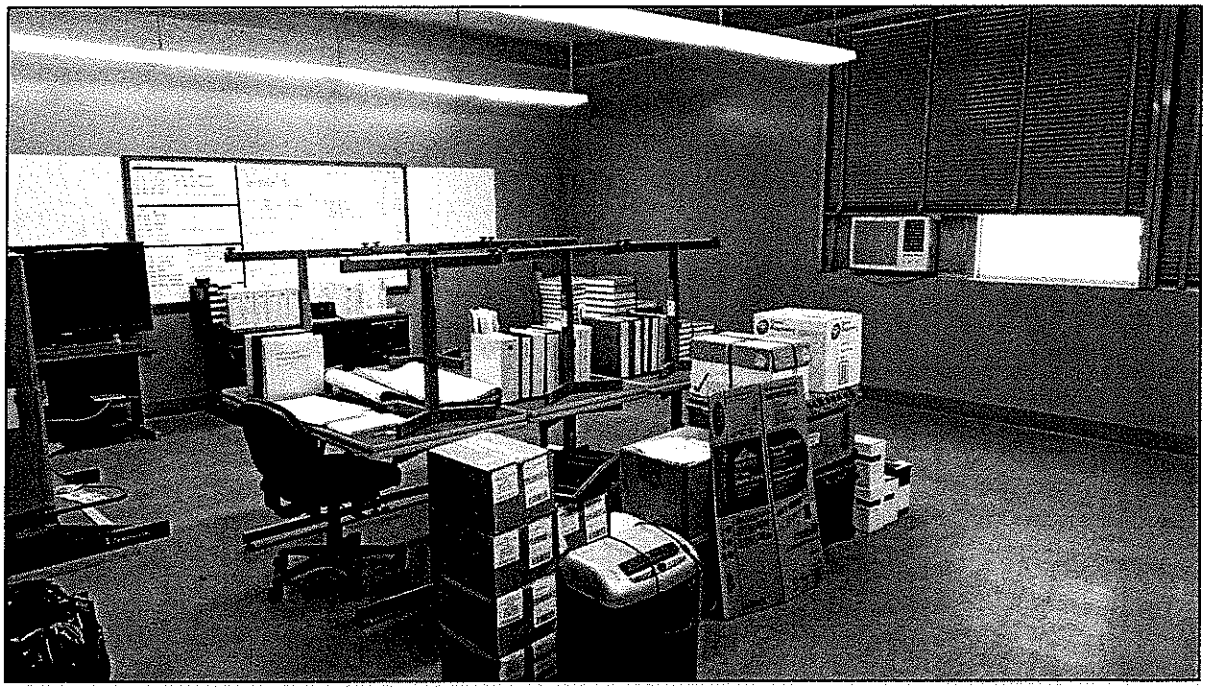


View of the interior lobby area of the building located on the subject property

Subject Property Photographs

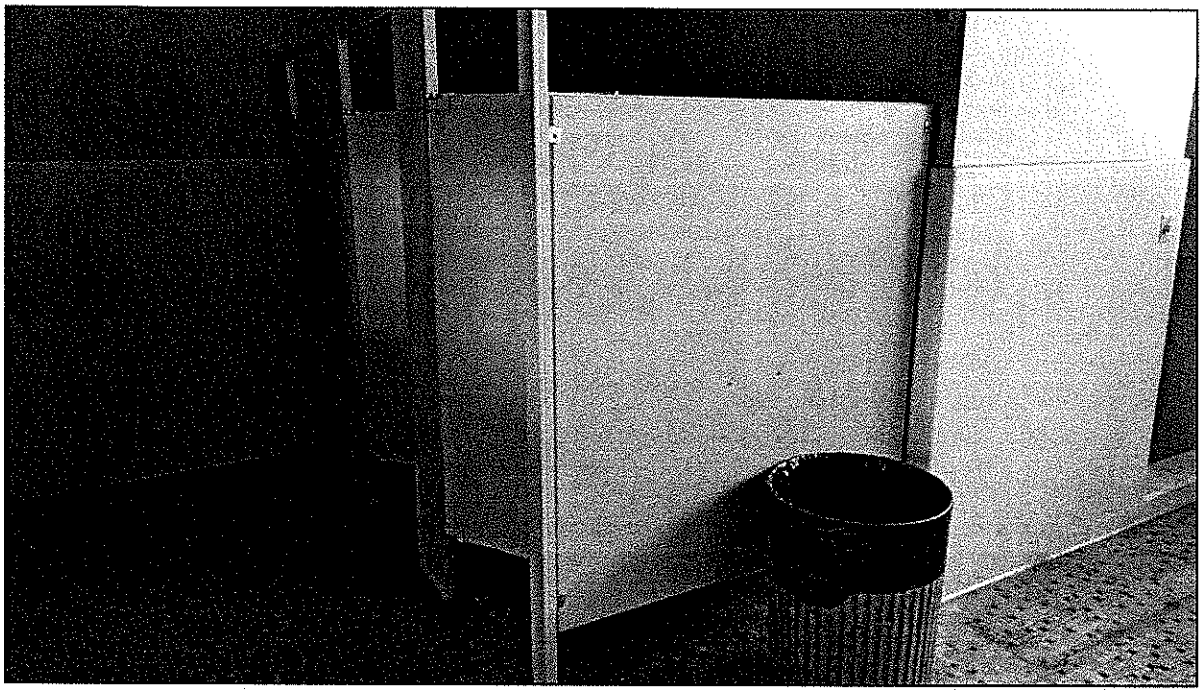


View of a typical interior corridor of the building located on the subject property

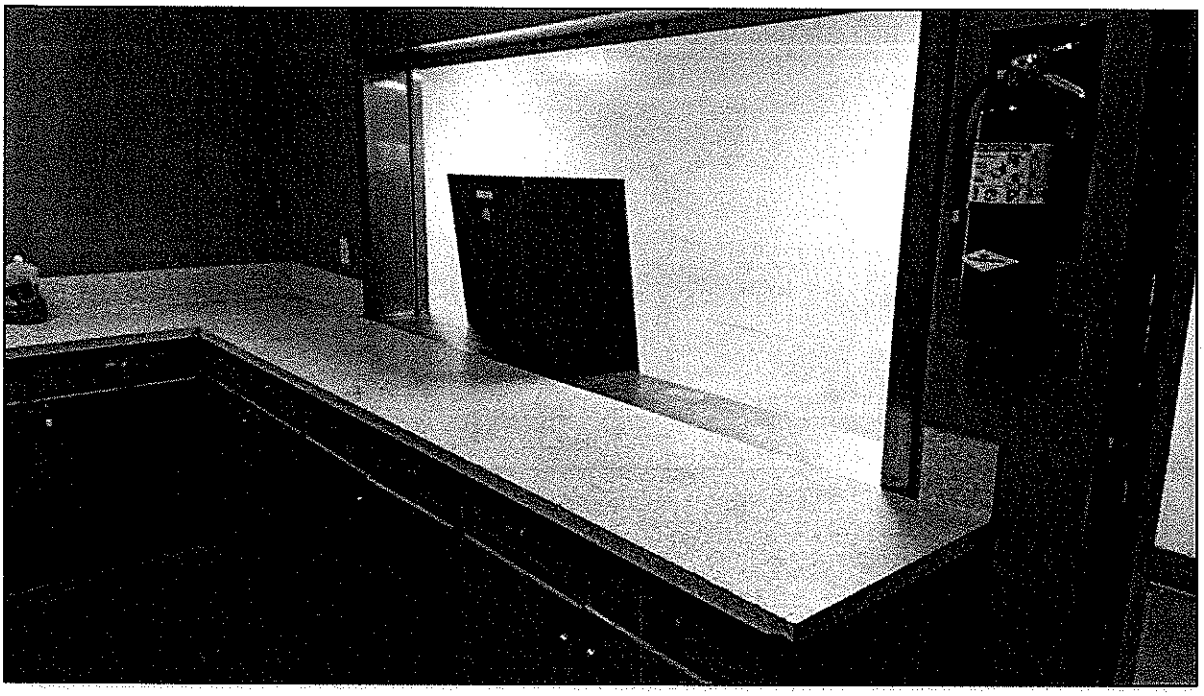


View of a typical interior room of the building located on the subject property

Subject Property Photographs

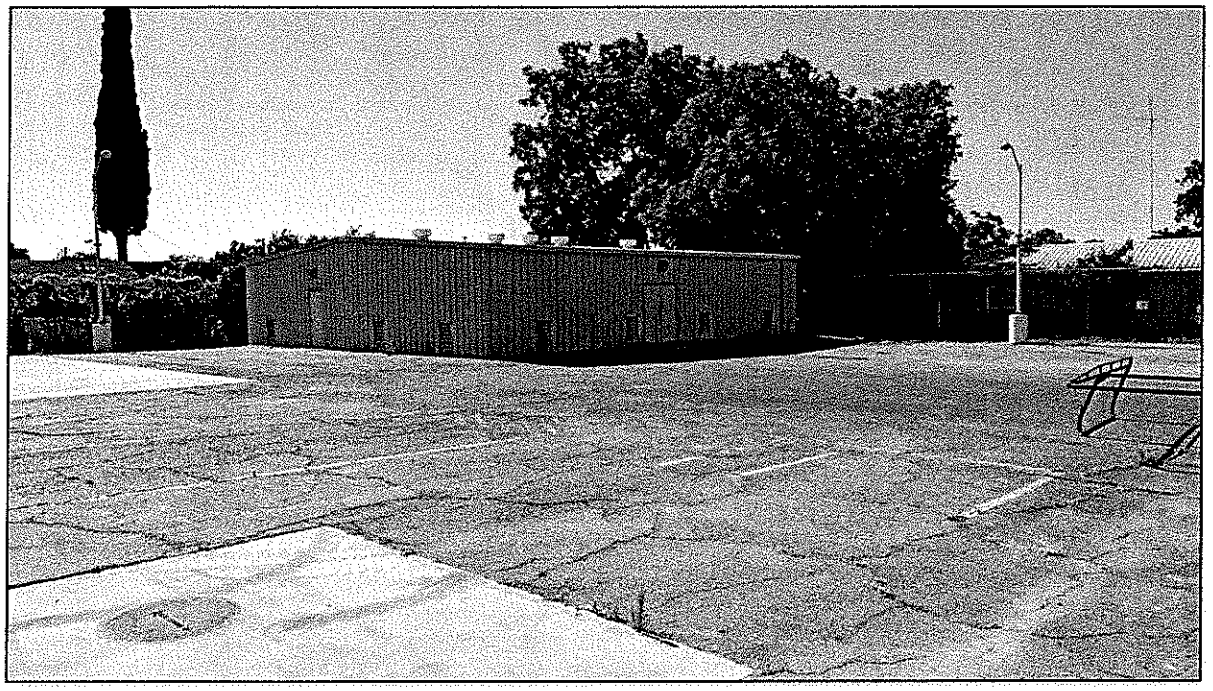


View of the restroom facilities in the building located on the subject property



View of the food preparation area in the building located on the subject property

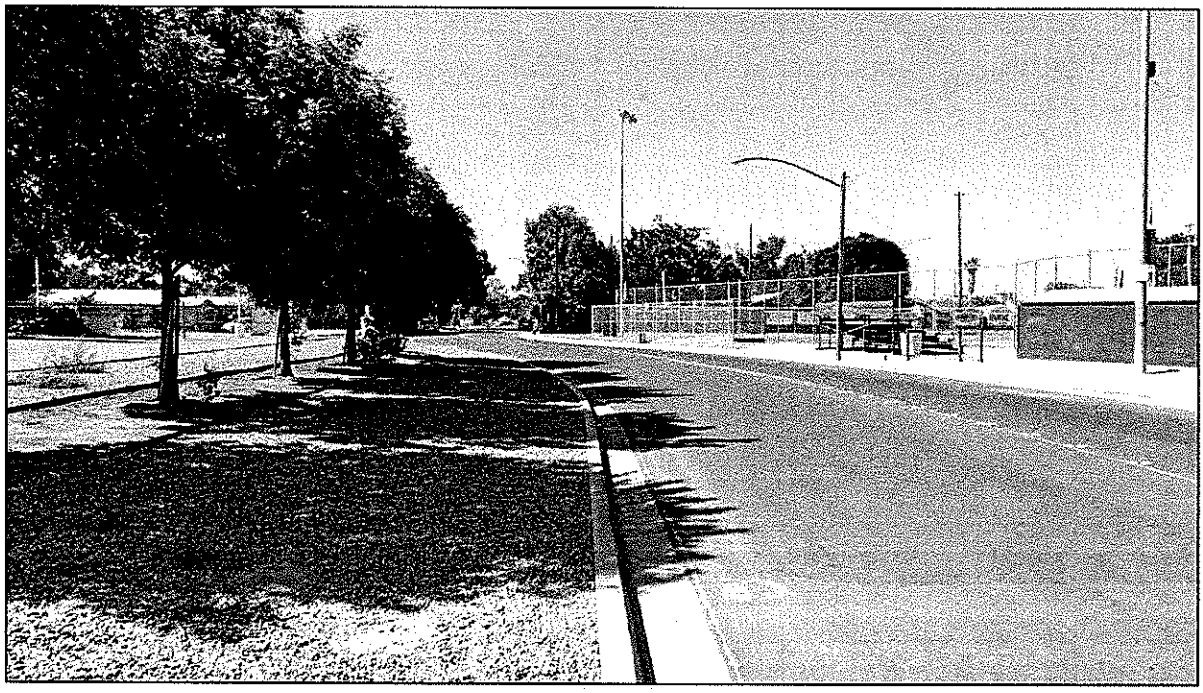
Subject Property Photographs



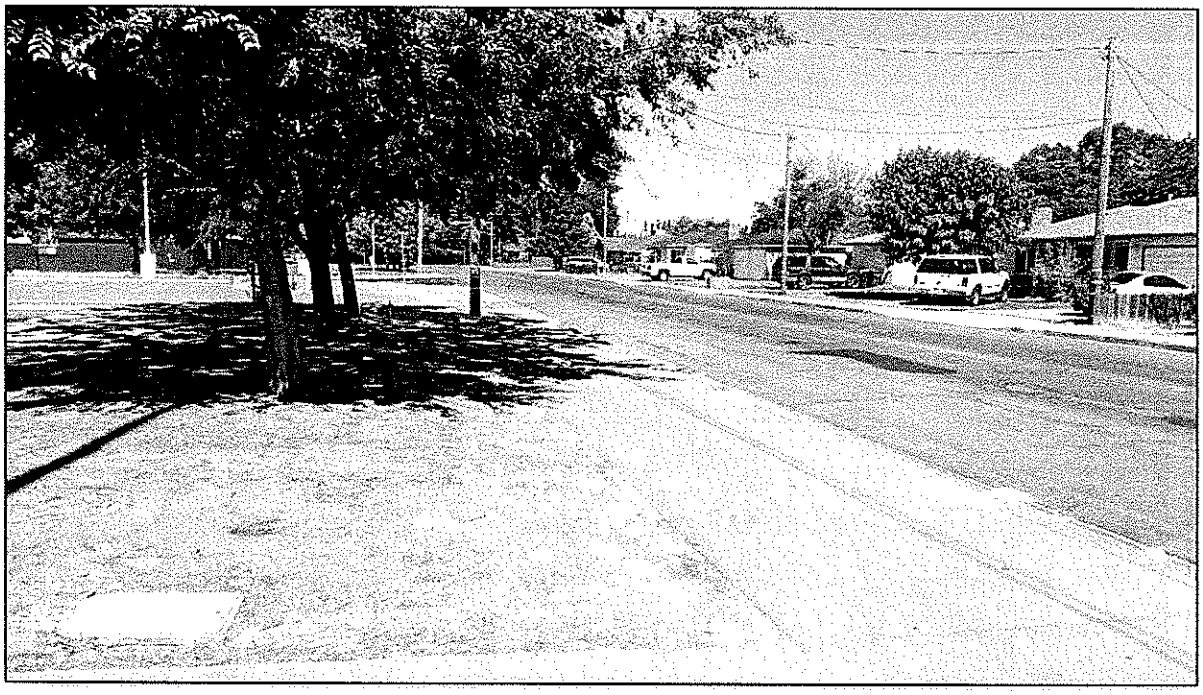
View of the metal utility building located on the subject property, as seen from the yard space

View of the secured yard space, as seen from near the metal utility building

Subject Property Photographs



View of Alaska Street, as seen from the subject property's street frontage, facing south



View of Flower Street, as seen from the subject property's street frontage, facing west

Property Description

Site Description

The subject is located on the southeast corner of the intersection of Flower Street and Alaska Street in the City of Turlock, in Stanislaus County. The street address for the subject is 1040 Flower Street. Flower Street and Alaska Street are both two lane, two directional streets that lend access to properties improved with single-family and low-density style multifamily developments located in a predominately residential neighborhood situated just to the east of the City's downtown core area. The subject shares its southern and eastern boundaries with improved residential properties. Soderquist Ballfield is situated across Alaska Street to the west of the subject. The nearest commercial services are concentrated along W. Main Street, which borders the neighborhood to the south, and provides access to CA-99, located about one half of a mile to the west.

The assessor's parcel number (APN) for the subject is 061-003-017. The subject's lot size was not identified on the assessor's parcel map. A summary of the public record reviewed for the subject indicates an area of 64,517 square feet or approximately 1.48 acres. The site is generally rectangular in shape and it is flat, level and at street grade. A curb cut on Flower Street gives access to the subject. Curb, gutter and sidewalk are partially improved along both street frontages. The City provides water and sewer service, as well as solid waste hauling. Electrical service is provided by Turlock Irrigation District (TID), and natural gas is provided by PG&E.

Improvement Description

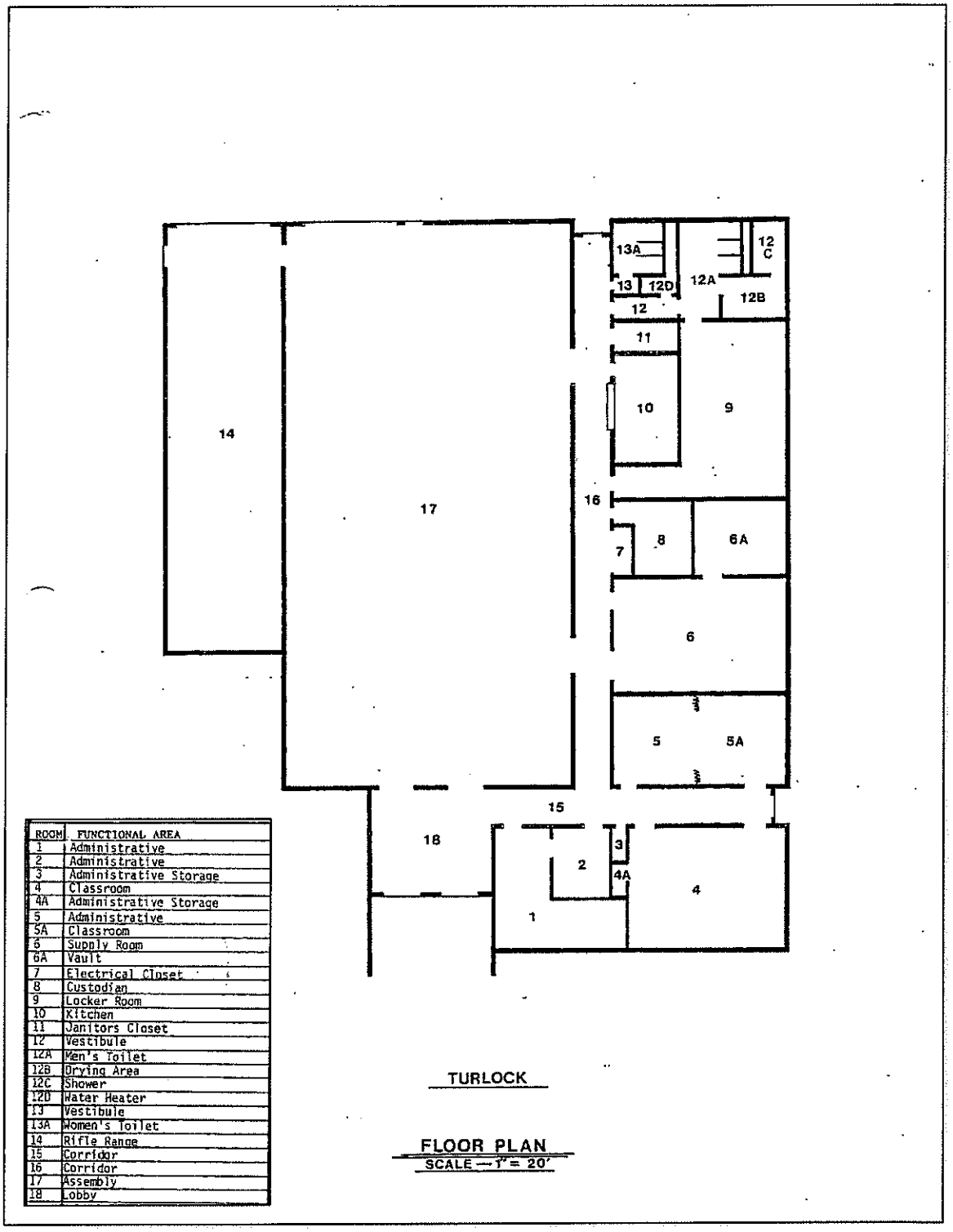
The subject is improved with a one-story building of masonry construction. The building was constructed in 1963 and has had minimal updating. Based on my observations at the time of inspection, the effective age has been determined to be commensurate with the chronological age, 56 years. The building is 11,918 square feet, based on measurements taken at the time of the site visit. A sketch of the building appears on a following page and area calculations are included in the Addenda. The exterior masonry walls of the building have various stamped decorative patterns and are painted. The main entrance to the building is located on the side facing Flower Street and there are additional exterior man doors on the other elevations. Two 12 foot by 16 foot grade level doors are accessed from a secured rear yard area. There is a bank of windows at the front of the building and the side facing Alaska Street, including those located under the roof line where natural light enters into an area of the building with an approximately 18 foot clear height. The roof deck is flat and built-up with an unknown material. The age of the roof was not discovered. Past roof leaks were evident from stained ceiling tiles visible from the interior. There was evidence that the roof had been repaired and the tenant's representative indicated that roof was water tight.

Approximately half of the building has been partitioned with walls from floor to ceiling with various rooms that are connected by two corridors. This area of the building was used for offices, and it also included a room for food preparation and separate men's and women's lavatories with multiple fixtures in each. The men's restroom was expanded to include showers and a changing area. A secured weapons vault was also part of this area of the building. The other half is comprised of two large rooms that currently resemble warehouse space, but in its use as an

armory, had been used as a gun range and an area of assembly. Interior finish is minimal. Wall surfaces are mostly exposed concrete block or other masonry that has been painted. Floor coverings are laminate or tile, but otherwise sealed concrete. There is drop ceiling in some areas consisting of acoustic tiles and recessed lights, or open to the roof deck with hanging florescent fixtures. The building is climate controlled with a central forced air system, which had been recently replaced, and various window mounted air handlers for cooling. A few self-contained heating units were observed in some of the rooms that do not appear to be functional. No fire sprinklers were observed. Power to the building is 225 amps, 600 volts.

The subject's floor area ratio (FAR) is 0.18. Outside the area of the site not covered by the footprint of the building is paved with asphalt or concrete, or is designated for landscaping. The asphalt is cracked and starting to deteriorate in some areas and needs to be sealed. A portion of the asphalt-paved area is striped for 40 parking spaces or a ratio of 3.36 spaces per 1,000 square feet of building area. The portion of the paved area not being used as a parking lot has been fenced. The site is illuminated by pole mounted florescent fixtures. Within the fenced area is a 50 foot by 58 foot metal utility building and an 8.25 foot by 10.5 foot hazardous materials (hazmat) shed. Landscaping areas are mostly barren with a few mature trees. No irrigation system was observed.

Floor Plan/Property Sketch



ROOM	FUNCTIONAL AREA
1	Administrative
2	Administrative
3	Administrative Storage
4	Classroom
4A	Administrative Storage
5	Administrative
5A	Classroom
6	Supply Room
6A	Vault
7	Electrical Closet
8	Custodian
9	Locker Room
10	Kitchen
11	Janitors Closet
12	Vestibule
12A	Men's Toilet
12B	Drying Area
12C	Shower
12D	Water Heater
13	Vestibule
13A	Women's Toilet
14	Rifle Range
15	Corridor
16	Corridor
17	Assembly
18	Lobby

Note: Area calculations are included in the Addenda.

Title and Property History

A preliminary title report for the subject property has not been provided for use in this assignment. According to public records, the subject's fee ownership is vested in the City of Turlock. This appraisal assumes that a current title report would not reveal any conditions that affect market value.

The subject has been under the same ownership for more than five years. The owner is contemplating offering the property for sale but it is not at present.

The subject property is currently leased and occupied by the California National Guard 149th Chemical Company. A lease agreement has not been provided for review; however, as previously stated, the tenant desires to terminate the lease and the purpose of this appraisal is to furnish an opinion of the market value of the fee simple interest in the subject real property. Therefore, at the request of the Client, a hypothetical condition has been made that the subject property was not leased on the date of value.

The subject building was constructed on the site in 1963 and has been used as an armory, occupied by the California National Guard since the early 1970s until present day; however, much of the property has been vacated. Prior uses of the site were agricultural.

Existing Easements

There are no known easements that encumber the subject property. It is recommended that a title report be ordered and reviewed prior to any financial decisions being made pertaining to the subject property.

Flood Hazard Information

The subject property is in a mapped area designated to be in Flood Zone X by the Federal Emergency Management Agency (FEMA). Flood Zone "X" is defined as areas of minimal flood hazard, usually depicted on FEMA Flood Insurance Rate Maps as above the 500-year flood level. The FEMA Flood Zone Map Panel is 06099C0825E and the effective date is September 26, 2008.

Earthquake Information

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo special Studies Zone Act of 1972 was enacted by the State of California to regulate development near active earthquake faults. The Act required the State Geologist to delineate "special studies zones" along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigation demonstrates that the sites are not threatened by surface displacement from future faulting.

According to the California Department of Conservation, California Geological Survey, the subject property is not located in an Earthquake Fault Zone as designated under the Alquist-Priolo Earthquake Fault Zoning Act. Related development limitations, therefore, do not apply.

Environmental Assessment

A Phase II Environmental Site Assessment (ESA) prepared by Rincon Consultants, Inc. for the subject property, dated February 21, 2017, was reviewed and the report appears in the Addenda (excluding the Appendix). The purpose of the Phase II ESA was to assess subsurface soil for potential impact from organochlorine pesticides (OCPs), metals, volatile organic compounds (VOCs), and total petroleum hydrocarbons (TPH) based on the San Francisco Bay Regional Water Quality Control Board (SFRWQCB) Environmental Screening Level (ESL) acceptance criteria for commercial/industrial use. Note: According to the SFRWQCB, *"...direct-exposure assumptions incorporated into the soil ESLs for commercial/industrial land use assume shorter, less frequent exposure for receptors compared to assumptions used for residential land use receptors."* Considering the age and historic use of the subject property, it was also sampled for lead and asbestos in the structures. Based on the results of the Phase II ESA, Rincon has concluded that soil having elevated chlordane be removed and disposed offsite if people are to come in contact with this area; lead dust be removed from the interior of the building in the area previously used as a gun range, and that it be conducted under the guidance of an Independent State Certified Consultant; and that any renovation/demolition activities be considered "lead related construction work" in accordance with OSHA CCR Title 17, division 1, chapter. 8, article 1. It is also stated in the report that should the future use of the subject property differ, that an additional subsurface assessment may be warranted to further characterize the extent of impact from OCPs.

Zoning and General Plan of the Subject Property

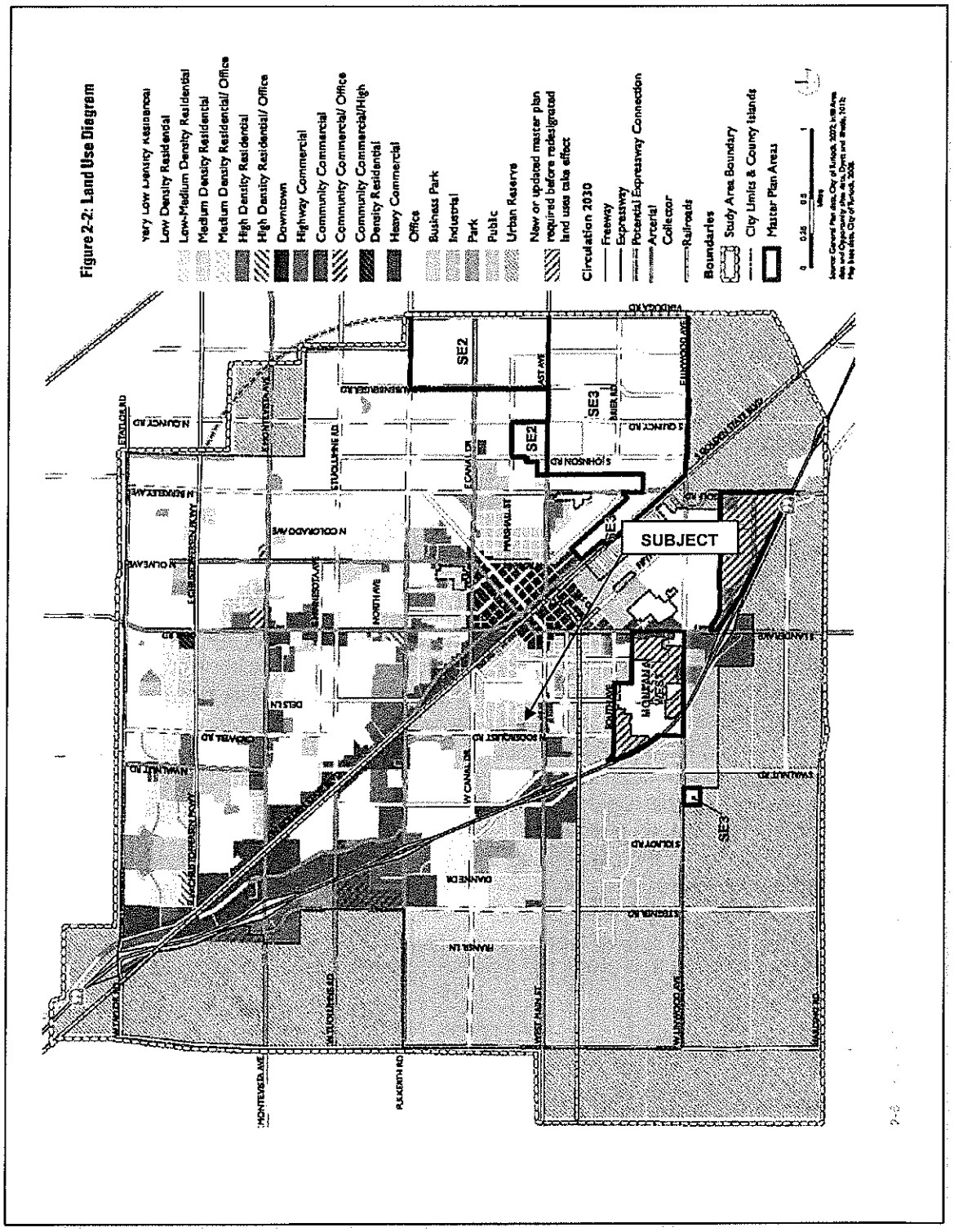
Utilization of the subject real property is regulated by the City of Turlock Municipal Code. The laws that govern the use of the land are the zoning ordinance and General Plan.

Zoning	General Plan	Current Use
P-S – Public & Semi-Public	Public / Institutional (PUB)	Armory

The zoning category for the subject is P-S – Public & Semi-Public, which is consistent with the General Plan land use designation of Public / Institutional (PUB). The PUB classification is applied to the City's major public and private institutional uses, including public safety facilities, public schools, California State University Stanislaus (CSUS), the State fairgrounds, and other prominent public uses and facilities. Private schools are also permitted with a minor discretionary permit under the P-S zoning, in addition to other assembly type uses, including religious facilities, clubs / lodges, or day care centers. The subject's current use as an armory is a permitted use.

The reason the subject has been zoned and general planned Public is because of its current use as an armory. It is stated in the zoning ordinance under the P-S zoning that the Planning Commission and City Council will be allowed to consider the most appropriate use of a site following discontinuance of a large public or semipublic use without the encumbrance of a base zoning district that may or may not provide appropriate regulations for reuse of the site. According to City planning staff, the likely use of the subject property, as if vacant, would be residential that conforms to the neighborhood. With the exception of Soderquist Ballpark, the properties in the vicinity of the subject have a General Plan designation of Medium Density Residential, allowing for single-family and multifamily developments with a permitted density in the range of 7 to 15 dwelling units per acre (see the General Plan Land Use Diagram presented on the following page). This appraisal assumes that a General Plan amendment would be approved by the City and zoning changed for the subject property to conform with the Medium Density Residential land use designation.

General Plan Map



Note: City planning department staff has indicated that the subject is incorrectly designated MDR on the Land Use Map.

Highest and Best Use Analysis

The following definition of the term "Highest and Best Use" provides a reasonable basis for analyzing the subject property:

The reasonable, probable and legal use of vacant land or improved properties which is physically possible, appropriately supported, financially feasible, and results in the highest value.

Inherent in this definition are the following four criteria:

Legally Permissible: What uses are permitted, given existing deed and lease restrictions, zoning, building codes, historic controls, and environmental regulations?

Physically Possible: What uses of the site are possible, given the physical characteristics as revealed in the site analysis?

Financially Feasible: Which possible and permissible uses will produce positive net income from the development of the site after paying operating expenses and other financial obligations?

Maximally Productive: Which financially feasible use will provide the highest value or rate of return on investment?

The primary purpose of the highest and best use analysis is to identify the most productive, competitive use to which the property can be put. This analysis is done in two parts. The first part considers the possible uses of the site as if vacant. The second part evaluates the improvements to determine if they represent the highest and best use or if they should be modified.

Another purpose of the highest and best use analysis is to assist in defining the scope of the appraisal. In investigating the highest and best use, items that affect value such as accrued depreciation and functional and external obsolescence are identified. Also, by defining the highest and best use the selection of the comparable sales is narrowed, as they typically have the same or similar highest and best use.

Based on the four tests of legally permissible, physically possible, financially feasible, and maximally productive, the highest and best use of the subject has been analyzed as if vacant and as improved.

As If Vacant

The subject property is zoned Public & Semi-Public and has a General Plan land use designation of Public / Institutional. Uses allowed under this classification that are economically viable are limited. However, as previously indicated in the prior report section, it is stated in the General Plan that "designation of any future public or institutional site that has not been acquired shall not be construed to limit the existing or future use of the designated land, and that the predominant land use designation surrounding any property designated for public facilities shall be used to

determine the potential use of the property prior to its acquisition by the applicable governmental agency or private institution." This appraisal assumes that if made available for sale on the open market a General Plan amendment would be approved by the City and zoning changed for the subject property to conform with the Medium Density Residential land use designation, allowing for single-family and multifamily developments with a permitted density in the range of 7 to 15 dwelling units per acre. Physically, the subject property could accommodate a residential project at the highest permitted density that is legally allowed. There were virtually no homes being built in cities throughout the region during the most recent recession through the 2014-2015 timeframe, but despite the resurgence of demand for new homes, as discussed in a previous report section, development of the subject with a residential development is still speculative at this time, given the subject's infill, low-income housing location, and the amount of land available throughout the region in new growth areas. This is supported by the fact that most of the comparable land sales used in the following analysis were not purchased for immediate development. It has been concluded that improving the subject property with a multifamily development at the maximum density allowed under the zoning and that is accepted by the market, is the highest and best use of the subject (as if vacant); however, the development timeline is uncertain.

As Improved

The subject property is currently improved with a one-story concrete block building with an interior built-out for use as an armory. The subject improvements were constructed in 1963 and have had minimal updating. Based on my observations at the time of inspection, the effective age has been determined to be commensurate with the chronological age, 56 years. The subject improvements also suffer from functional obsolesce with regard to the interior built-out for use as an armory; the gun range has been adapted to warehouse use, but the weapons vault has no use to a typical user. Also, the subject's location in a predominately residential neighborhood results in external obsolesce since the potential uses of the subject improvements are limited. However, the value as multifamily land does not exceed the value of the improved property. The local housing market has been steadily improving, as previously discussed, and at some point the highest and best use will be to scrape the existing improvements and develop the site with a multifamily project. The concluded highest and best use of the subject (as improved) is for continued use of the existing improvements until redevelopment of the site becomes feasible in approximately 5 to 10 years.

Valuation

Valuation Methodology

There are three generally recognized approaches considered in the valuation of real property. These are the cost approach, sales comparison approach, and income approach. The type and age of the property and the quantity and quality of the available data affect the applicability of each approach in a specific appraisal situation.

The **Cost Approach** estimates, through support sources, the cost of constructing the subject improvements. Accrued depreciation from all causes is estimated and deducted from the estimates of cost new of the improvements. The market value of the land is added to this depreciated cost estimate to indicate the value of the subject property by the cost approach. The **Land Value Estimate** in the valuation process is usually a separate step, which is generally accomplished through the application of the sales comparison approach. The land value conclusion is then incorporated into the cost approach.

The **Sales Comparison Approach** involves a search for recent sales of properties similar to the subject. The prices paid for these properties provide the basis for estimating the value of the subject by comparison. Adjustments are made for the differences in the properties as they compare to the subject. A correlation of the data provides a value estimate for the subject. This is the most used, and considered the most reliable, approach to estimating the value of land.

The **Income Approach** looks at the relationship between a property's income producing ability and the value buyers and sellers assign to the income. An estimate is made of the market rent to indicate an annual gross income. Estimated fixed and variable operating expenses are deducted from the annual gross income to provide an annual net operating income. An indicated value of the subject is derived through direct capitalization of the indicated net income by a market derived overall rate or through the use of the discounted cash flow technique.

Reconciliation involves consideration of the relevance and influence of each approach in relation to the actions of typical users and investors of properties and particularly the subject property. The three indications of value are discussed and reconciled into a final conclusion of market value.

Two of the three approaches to value have been utilized in the valuation of the subject property. The sales comparison approach revealed that this market is primarily made up of owner users, and therefore, since properties similar to the subject are not typically purchased as investment properties, the income approach was not utilized. The sales comparison approach was used, considering the quality and quantity of the comparable sales data found in the market. Considering that subject improvements are close to being fully depreciated, and nearing the end of their remaining economic life, the cost approach was also considered to be a reliable value indicator, and also used in the valuation of the subject property.

Cost Approach

The cost approach to value utilizes the estimated replacement cost of the improvements, less accrued depreciation from all causes, plus the estimated indirect costs such as interest, financing carrying costs and entrepreneurial incentive. The estimated land value is then added to the depreciated value of the improvements to determine the value of the property being appraised.

Land Value

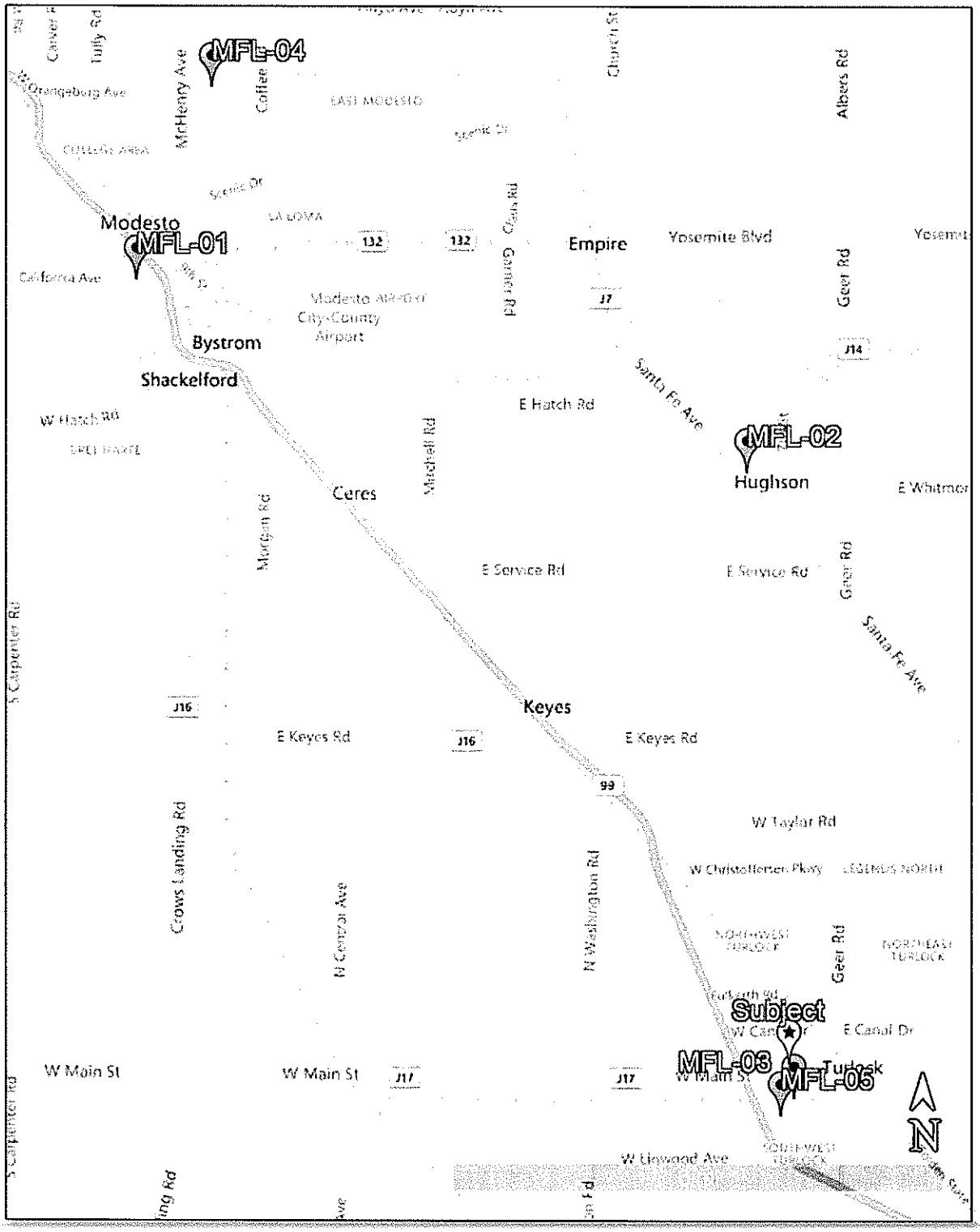
The first step of the cost approach is to establish land value. This is accomplished through the sales comparison approach. The highest and best use as if vacant for the subject property is for development of a multifamily project at a density consistent with the surrounding neighborhood.

A search was made for comparable land sales that transacted over the past few years throughout Stanislaus County, with emphasis on those zoned for multifamily, allowing densities in the range similar to that of Turlock's General Plan designation of Medium Density Residential (7.0 to 15.0 du/ac). The following table displays a summary of the selected sales reflecting the actions of buyers and sellers in the marketplace and judged to be most representative of current market conditions for the subject property. A location map and comparable data sheets, including photographs for each comparable sale, are presented on the following pages, and assessor's parcel maps are included in the Addenda.

Sales Data Summary

No.	Address City, State APN	Type of Transaction COE	Parcel Size (Acres) (Sq. Ft.)	Zoning General Plan	Sales Price *$/Sq. Ft. (Land)*
MFL-01	Sierra Drive Modesto, CA 103-022-001	Pending Sale Est. 7/15/19	0.57 24,829	TND Mixed Use	$120,000 *$4.83*
MFL-02	2230 Santa Fe Avenue Hughson, CA 018-036-001	Sale 04/24/19	0.47 20,247	R-3 High Density Residential	$75,000 *$3.70*
MFL-03	337 N. West Avenue Turlock, CA 050-003-042	Sale 04/26/19	2.65 115,434	R-M Medium Density Residential	$185,000 *$1.60*
MFL-04	416 E Coolidge Avenue Modesto, CA 031-006-011	Sale 04/20/17	0.71 30,690	R-3 Mixed Use	$210,000 *$6.84*
MFL-05	1150 Angelus Street Turlock, CA 050-005-059	Sale 04/14/17	0.84 36,624	R-M Medium Density Residential	$95,000 *$2.59*
Subject	1040 Flower Street Turlock, CA 061-003-017	DOV 06/19/19	1.48 64,517	P-S Public /Institutional *HBU (As if Vacant) assumes R-M*	

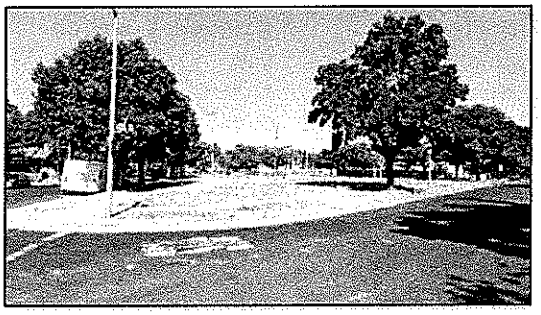
Comparable Land Sale Location Map



ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Land Sale Data Sheet

MFL-01



Property Type	Multi-family - Land
Type of Transaction	Pending Sale
COE	Est. 7/15/19
Sales Contract Date	06/03/19
Sales Price	$120,000
$/Sq. Ft. (Land)	$4.83
Address	Sierra Drive
City, State	Modesto, CA
Zip	95350
APN	103-022-001
Buyer	Not Discovered
Seller	Thuan K. Tieu
Document #	Not Recorded
Terms	Cash to Seller
Parcel Size (Acres)	0.57
Parcel Size (Sq. Ft.)	24,829
Approx. Dimensions	Triangular
Utilities	All at Street
Zoning	TND
General Plan	Mixed Use
Density	14 du/ac (avg)
Entitlements	None
Verified By	Alicia Jimenez - Listing Agent
Contact Info.	209-312-1015

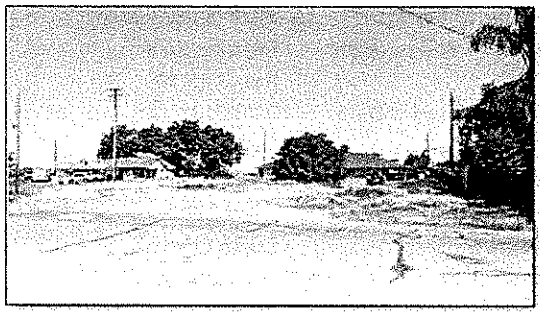
Comments

The property is located in a residential neighborhood that was mostly built-out in the 1920s, situated to the southwest of CA-99 and the downtown area. The property fronts onto 2nd Street and G Street, in addition to Sierra Drive. The parcel had been city owned in the past and was at one time proposed to become a fire station but no development ever occurred and it has remained vacant land. The property was on the market for only 20 days and had some interest. The buyer plans on developing 8 apartment units (14 du/ac) on the site.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Land Sale Data Sheet

MFL-02



Property Type	Multi-family - Land
Type of Transaction	Sale
COE	04/24/19
Sales Contract Date	01/21/19
Sales Price	$75,000
$/Sq. Ft. (Land)	$3.70
Address	2230 Santa Fe Avenue
City, State	Hughson, CA
Zip	95326
APN	018-036-001
Buyer	Richard A. and Autumn Daniel
Seller	Lynn Winkleman (et al)
Document #	2019-0024853
Terms	Cash to Seller
Parcel Size (Acres)	0.47
Parcel Size (Sq. Ft.)	20,247
Approx. Dimensions	Generally Rectangular
Utilities	All at Street (See Comments)
Zoning	R-3
General Plan	High Density Residential
Density	10.1 to 27.0 du/ac
Entitlements	None
Verified By	Tricia Martinho - Associate Listing Agent
Contact Info.	209-668-0501

Comments

The property is located within the city limits of Hughson on the corner of a fairly busy intersection. The site was a gas station many years ago and still has an old capped water meter and electrical meter that reportedly might not work. Frontage lacks curb, gutter and sidewalk improvements. This property was purchased by the owner of the adjacent parcel, initially for assemblage but may redevelop the site with a higher density project. The property was on the market for 48 days and had a decent amount of interest.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Land Sale Data Sheet

MFL-03

Property Type	Multi-family - Land
Type of Transaction	Sale
COE	04/26/19
Sales Contract Date	30 day escrow
Sales Price	$185,000
$/Sq. Ft. (Land)	$1.60
Address	337 N. West Avenue
City, State	Turlock, CA
Zip	95380
APN	050-003-042
Buyer	LUMAJU Properties LLC
Seller	Stanislaus County Affordable Housing Corporation
Document #	2018-0028533
Terms	Cash to Seller
Parcel Size (Acres)	2.65
Parcel Size (Sq. Ft.)	115,434
Approx. Dimensions	Generally Rectangular
Utilities	All at Street
Zoning	R-M
General Plan	Medium Density Residential
Density	7.0 to 15.0 du/ac
Entitlements	None
Verified By	Carry Pope - Listing Broker
Contact Info.	209-456-6297

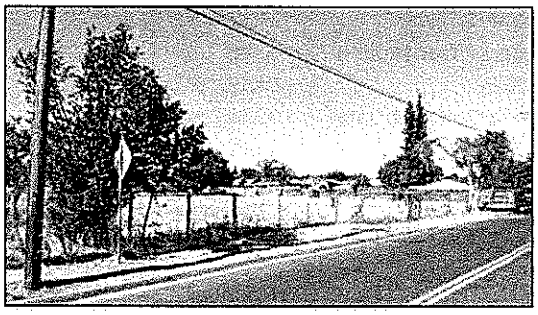
Comments

This property sold to Stanislaus County Affordable Housing Corporation who resold the property on 5/8/18 for $300k. The broker claims the buyer had a larger project underway and had to offload this property quickly, but they had initially wanted to develop affordable housing. The property was on the market a few years and had little interest. The area is reportedly less desirable and the railroad tracks may have impacted the sales price as well. The street frontage along the parcel is unimproved.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Land Sale Data Sheet

MFL-04



Property Type	Multi-family - Land
Type of Transaction	Sale
COE	04/20/17
Sales Contract Date	03/15/17
Sales Price	$210,000
$/Sq. Ft. (Land)	$6.84
Address	416 E Coolidge Avenue
City, State	Modesto, CA
Zip	95350
APN	031-006-011
Buyer	Housing Authority of the County of Stanislaus
Seller	Bobby Christoulakis
Document #	2017-0028256
Terms	Cash to Seller
Parcel Size (Acres)	0.71
Parcel Size (Sq. Ft.)	30,690
Approx. Dimensions	Rectangular
Utilities	All at Street
Zoning	R-3
General Plan	Mixed Use
Density	14 du/ac (avg)
Entitlements	See Comments
Verified By	Debbie Kelly - Listing Broker
Contact Info.	209-996-3465

Comments

This property was on the market for 201 days and had a lot of interest and offers, but the Housing Authority ended up outbidding all. There were a few single family homes on the property that were demolished a few years ago. The buyer plans on developing affordable housing of 10 townhomes with carports. The townhome plans were already in place from the seller and the site was graded. The area is desirable and has a few new multi-residential developments and rents are reported to be increasing at a healthy rate.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Land Sale Data Sheet

MFL-05

Property Type	Multi-family - Land
Type of Transaction	Sale
COE	04/14/17
Sales Contract Date	Not Discovered
Sales Price	$95,000
$/Sq. Ft. (Land)	$2.59
Address	1150 Angelus Street
City, State	Turlock, CA
Zip	95380
APN	050-005-059
Buyer	Darshan Gill
Seller	Farmers & Merchants Bank of Central California
Document #	2017-0027022
Terms	Cash to Seller
Parcel Size (Acres)	0.84
Parcel Size (Sq. Ft.)	36,624
Approx. Dimensions	Rectangular
Utilities	All at Street
Zoning	R-M
General Plan	Medium Density Residential
Density	14 du/ac (avg)
Entitlements	None
Verified By	Public Records
Contact Info.	n/a

Comments The property is located on the fringe of a residential district and Soderquist Road , a major thoroughfare which the property also has frontage on, separates the site from heavy industrial uses. The property was an REO, but any particular motivation on behalf of the seller is unknown. Details about the transaction was obtained from public records and a recorded deed. The property had been openly marketed for a list price of $115,000, which was obtained from a marketing flyer, for an unknown period of time.

Sales Data Analysis

Adjustments are made to the comparable sale prices for the differences in the properties as they compare to the subject. A number of adjustments were considered for the analysis of the comparable data in relation to the subject property. The comparable data has been adjusted for inferior and superior characteristics. For Example: where a comparable had an inferior characteristic, a positive (+) adjustment to the comparable was made. Where the comparable had a superior characteristic, a negative (-) adjustment was made to the comparable. Adjustments were made sequentially for property rights conveyed, financing terms, conditions of sale, expenditures incurred by the buyer immediately after the sale, and market conditions at the time of sale. Adjustments for location characteristics, physical characteristics, use and non-realty components of value are subsequently added and applied.

A summary of the adjustments made to the comparable sales for the various factors affecting land value, as compared to the subject, is included in the table below, followed by a discussion that expands upon the adjustments made in greater detail. Embolden and/or larger font denotes a more significant adjustment.

Comparable	MFL-01	MFL-02	MFL-03	MFL-04	MFL-05
	Sierra Dr Modesto, CA	*2230 Santa Fe Ave Hughson, CA*	*337 N. West Ave Turlock, CA*	*416 E Coolidge Ave Modesto, CA*	*1150 Angelus St Turlock, CA*
Sale Date	Est. 7/15/19	Apr-19	Apr-19	Apr-17	Apr-17
Sales Price	$120,000	$75,000	$185,000	$210,000	$95,000
Parcel Size (Acres)	0.57	0.47	2.65	0.71	0.84
Sales Price / Sq. Ft.	$4.83	$3.70	$1.60	$6.84	$2.59
Property Rights Conveyed	Ø	Ø	Ø	Ø	Ø
Financing Terms	Ø	Ø	Ø	Ø	Ø
Conditions of Sale	Ø	Ø	**Positive**	Ø	**Positive**
Expenditures After Purchase	Ø	Ø	Ø	Ø	Ø
Market Conditions (Time)	Ø	Ø	Ø	Positive	Positive
Location	Ø	**Positive**	Ø	**Negative**	**Positive**
Size	**Negative**	**Negative**	**Positive**	**Negative**	**Negative**
Site Utility / Constraints	Ø	Ø	Positive	Positive	Ø
Utilities / Off-Sites	Ø	Positive	Positive	Positive	Positive
Entitlements	Ø	Ø	Ø	**Negative**	Ø
Land Use / Zoning	Ø	Ø	Ø	Ø	Ø
Net Adjustment	**Negative**	**Positive**	**Positive**	**Negative**	**Positive**

MFL-03 resold immediately following this transaction for a much higher price. The listing agent was not privy to all the details but did indicate that the sale was arm's length and it was an apparent direct deal between the buyer and seller. The subsequent sale of MLF-03 could not be confirmed with a party to the transaction but is considered to be an indicator that MLF-03 sold for a below market price, which is supported by the other comparable data, warranting an upward adjustment. An upward adjustment has also been applied to MFL-05 for conditions of sale because of seller motivation, being that it was bank-owned.

MFL-04 and MFL-05 sold at a time of inferior market conditions than that on the date of value, which is supported by data presented in a previous report section, warranting upward

adjustments. No adjustments have been applied to the other comparables for this factor, which each sold within the past few months.

The subject is located in a residential neighborhood that consists of a mix of detached single-family and multifamily developments that were mostly constructed pre-1950s. MFL-03 and MFL-05 are located in the same general area as the subject, but MFL-03 is situated adjacent to railroad tracks and MFL-05 is located across the street from heavy industrial uses, warranting upward adjustments for these negative external influences. MFL-02 is located in Hughson, judged to rate inferior overall, which is compounded by the fact that the property is on a high-traffic corner, and an upward adjustment has been applied to this comparable. MFL-04 is located in Modesto in an older residential neighborhood similar to the subject but that is undergoing redevelopment, judged to rate superior, warranting a downward adjustment. No adjustment has been applied to MFL-01 for this element of comparison.

With the exception of MFL-03, the comparable sales are significantly smaller than the subject in terms of size, warranting downward adjustments based on the law of diminishing returns, which dictates that smaller multifamily sites transact at a higher price on a per unit basis and vice versa. Conversely, MFL-03 is much larger, warranting an upward adjustment

The subject site is level in topography, is generally rectangular shape, and has ample street frontage, given its corner location. All of the comparables have flat, level sites. MFL-03 and MFL-04 are long compared to their width, with relatively limited street frontage, are judged to rate inferior to the subject in terms of their site utility, warranting upward adjustments. No adjustments appeared to be warranted to the other comparables for this factor; MFL-01 has a triangular shape, but has frontage on three streets which has been determined would counteract any development challenges caused by its irregular shape.

The subject property's street frontage is improved with curb, gutter and sidewalks. If developed, with the exception of MFL-01, frontage improvements would need to be completed along the right-of-way of the other comparables, warranting an upward adjustment.

MFL-04 sold with plans for 10 multifamily units, which is the intended use of the buyer, and the site graded, warranting a downward adjustment. The other comparables sold as raw land.

No adjustments were judged to be warranted for differences in zoning, which permit similar residential densities.

Land Value Conclusion

The unit selling prices of the comparables range from $1.60 to $4.83 on a per square foot basis. After adjusting for the various factors considered for this type of property, as compared to the subject, the unit value range narrows to between $3.70 and $4.83 per square foot, as indicated by MFL-02 and MFL-01, respectively. Based on the prior analysis and discussion, the unit market value of the subject land is concluded to be $4.00 on a per square foot basis, when applying the sales comparison approach.

The estimated market value of the subject's underlying land is as follows:

$4.00/Sq. Ft. x 64,517 Sq. Ft. = **$258,068**

Improvement Value

Replacement Cost New

The next step of the cost approach is to establish improvement value. Replacement costs can be estimated with reasonable accuracy using published cost data. The comparative unit method has been employed using Marshall Valuation Service (MVS) data published by Marshall and Swift.

Base building costs (direct costs) indicated by MVS are refined. By making these refinements, using various multipliers, the direct building cost is indicated. Some items are not accounted for in the direct building cost estimate and the cost for these items is estimated separately using the segregated cost sections of the MVS cost guide. The total estimated structural improvement replacement cost is **$1,871,517** (see cost approach summary displayed at the end of this report section).

In addition to direct building costs, MVS data accounts for some indirect costs including, architectural and engineering fees, which include plans, plan check, and nominal building permits and surveying; normal construction loan fees and interest during typical course of construction; sales tax on materials; utilities from the lot line to the structure for typical setbacks; contractor overhead and profit; and costs of typical site preparation.

Some costs are not included in the MVS estimate and must be added, which might include costs of buying or assembling land such as escrow fees, legal fees, property taxes, right of way costs, demolition, storm drains, or rough grading, are considered costs of doing business or land improvement costs; costs of land planning or preliminary concept and layout for large developments inclusive of developer's overhead and profit are not included, nor is interest or taxes on the land, feasibility studies, E.I.R., hazardous material testing, appraisal or consulting fees, etc.; yard improvements including septic systems, signs, landscaping, paving, walls, yard lighting, etc.; and off site costs including roads, utilities, park fees, jurisdictional hook-up, tap-in or impact fees and assessments, etc.

Research into the various indirect costs not included in the MVS cost data leads to the conclusion that an average commercial property in the subject market requires an allowance of about **15.0%** of the total direct costs.

The total estimated replacement cost new of all of the buildings and site improvements is **$2,728,638**, which includes an estimate of entrepreneurial incentive. The cost approach fundamentally implies that a developer would undertake the construction of a project with the same functional utility as the subject property. In order for a developer to take on the project, some enticement, known as *entrepreneurial incentive*, would be considered as an anticipation of profit after completion and sale of the project. In this appraisal, entrepreneurial incentive was estimated at **10.0%**.

Accrued Depreciation

Accrued Depreciation is the difference between the replacement cost of the improvements on the date of value and the market value of the improvements on the same date. The components that make up accrued depreciation are physical deterioration (curable and incurable short-lived and long-lived), functional obsolescence (curable and incurable), and external obsolescence.

Physical Deterioration is an estimate of the diminution in value resulting from the passage of time, exposure to the elements, and wear and tear. Curable physical deterioration can be cured at a cost that is less than the value gained by curing. Incurable physical deterioration cannot be cured at a cost that is less than the value gained by curing. Curable physical deterioration is also called deferred maintenance. It involves repairs that need immediate attention, such as a leaky roof for example.

Depreciation is incurable if the cost to cure is more than the economic benefit derived. This does not mean that it is physically impossible to cure. For example, a roof that is beginning to deteriorate is considered to be incurable physical deterioration (short-lived in most cases) until its degree of deterioration is such that the roof leaks cannot be repaired at a moderate cost. At this point it becomes curable physical deterioration.

Incurable Short-lived items are the building components that are expected to have a remaining economic life that is shorter than the remaining economic life of the structure. These items suffer from physical deterioration, but they are still adding value to the structure and have not yet reached the end of their economic lives.

Incurable long-lived items are the building components contributing value that are expected to have a remaining economic life that is the same as the remaining economic life of the entire structure.

At the time of inspection, the condition of the subject improvements was fair overall, as described in more detail in a previous report section. The major structural components of the armory *(foundation, load bearing walls, etc.)* were constructed 56 years ago. According to MVS, the subject buildings have surpassed their typical life expectancy. However, renovation, rehabilitation, and remodeling will extend the economic life of a building and it was observed in the competing market that older buildings of this product type exist beyond the life expectancies reported by MVS.

Functional obsolescence is a loss in value resulting from a defect, deficiency or superadequacy as determined in the market. It can also be attributed to obsolete materials and construction standards. The problem may be curable or incurable.

The subject's weapons vault is specific to the use as an armory and may contribute value to the value in use but not to a typical user of the property and has been determined to be a source of incurable functional obsolescence. The amount of functional obsolescence is measured by calculating the direct and indirect construction cost of the vault, without consideration of entrepreneurial incentive (which has been deducted as external obsolescence, as discussed below).

The diminished utility of a structure or improvements resulting from negative influences outside the site boundaries is called external obsolescence. Although both the land and improvements are affected by external obsolescence, the land value estimated previously accounts for these factors as they affect the lot. Therefore, obsolescence estimated here applies only to the improvements.

It was determined previously that 10% of the total direct and indirect cost of the project is a reasonable incentive to induce development. However, in the case of the subject, external obsolescence results from the lack of entrepreneurial profit that would be realized in the current market due to the subject's location. The subject property is located in predominately residential neighborhood, which significantly limits the potential uses of the subject improvements. Therefore, external obsolescence matching entrepreneurial incentive is applied.

Considering all the components of accrued depreciation discussed above, total accrued depreciation for the subject improvements was estimated to be **90%** of the total replacement cost new.

Cost Approach Conclusion

The estimated market value of the subject property using the cost approach, as shown on the cost approach summary displayed on the following page, is **$530,864**.

Estimated Market Value Using the Cost Approach:	**$531,000 (Rounded)**

COST APPROACH SUMMARY

Building Component	Armory	Light Commercial Utility	Toolshed		
MVS Section/Page	14 / 22	17 / 12	17 / 12		
MVS Class/Type	C / Good-Avg	S / Low Cost	D / Avg		
Component Sq. Ft.	11,918 SF	2,900 SF	86 SF		
Base Square Foot Cost	$110.00	$14.60	$13.75		
Base Cost Subtotal	*$1,310,980*	*$42,340*	*$1,183*		
Refinements					
Height Multiplier	1.071	1.058	1.000		
Perimeter Multiplier	0.994	0.943	1.000		
Subtotal	*$1,395,635*	*$42,242*	*$1,183*		
Additions					
None					
Subtotal	*$1,395,635*	*$42,242*	*$1,183*		
Cost Multipliers					
Current Cost Multiplier	1.05	1.01	1.02		
Local Multiplier	1.24	1.24	1.24		
Building Component Cost	$1,817,117	$52,904	$1,496		**$1,871,517**
Base Building(s) Cost					$1,871,517
	Cost/Unit		**Units**		
Site Improvements					$285,509
Parking Lot *(includes lighting)*	$1,725.00 ×		40 Space	$69,000	
Landscaping	$5.50 ×		17,165 Sq. Ft.	$94,408	
Concrete Paving / Walkways	$6.00 ×		6,215 Sq. Ft.	$37,290	
Asphalt Paving w/Lighting *(excludes parking lot)*	$4.75 ×		12,350 Sq. Ft.	$58,663	
Fencing & Gates	$33.50 ×		685 LFT	$22,948	
Flag Pole	$3,200.00 ×		1	$3,200	
Direct Building Cost					$2,157,026
Indirect Costs	15.0%	of Direct Building Cost			$323,554
Direct and Indirect Building Cost					$2,480,580
Entrepreneurial Incentive	10.0%	of Direct and Indirect (Total) Building Cost			$248,058
Replacement Cost New					**$2,728,638**
Replacement Cost New					$2,728,638
Accrued Depreciation					
Total Accrued Depreciation	90.0%	of Replacement Cost New			($2,455,774)
Depreciated Replacement Cost					**$272,864**
Depreciated Replacement Cost					$272,864
Land Value (Rounded)					$258,000
Total Depreciated Value of Land & Improvements					$530,864
Rounded					**$531,000**

Sales Comparison Approach

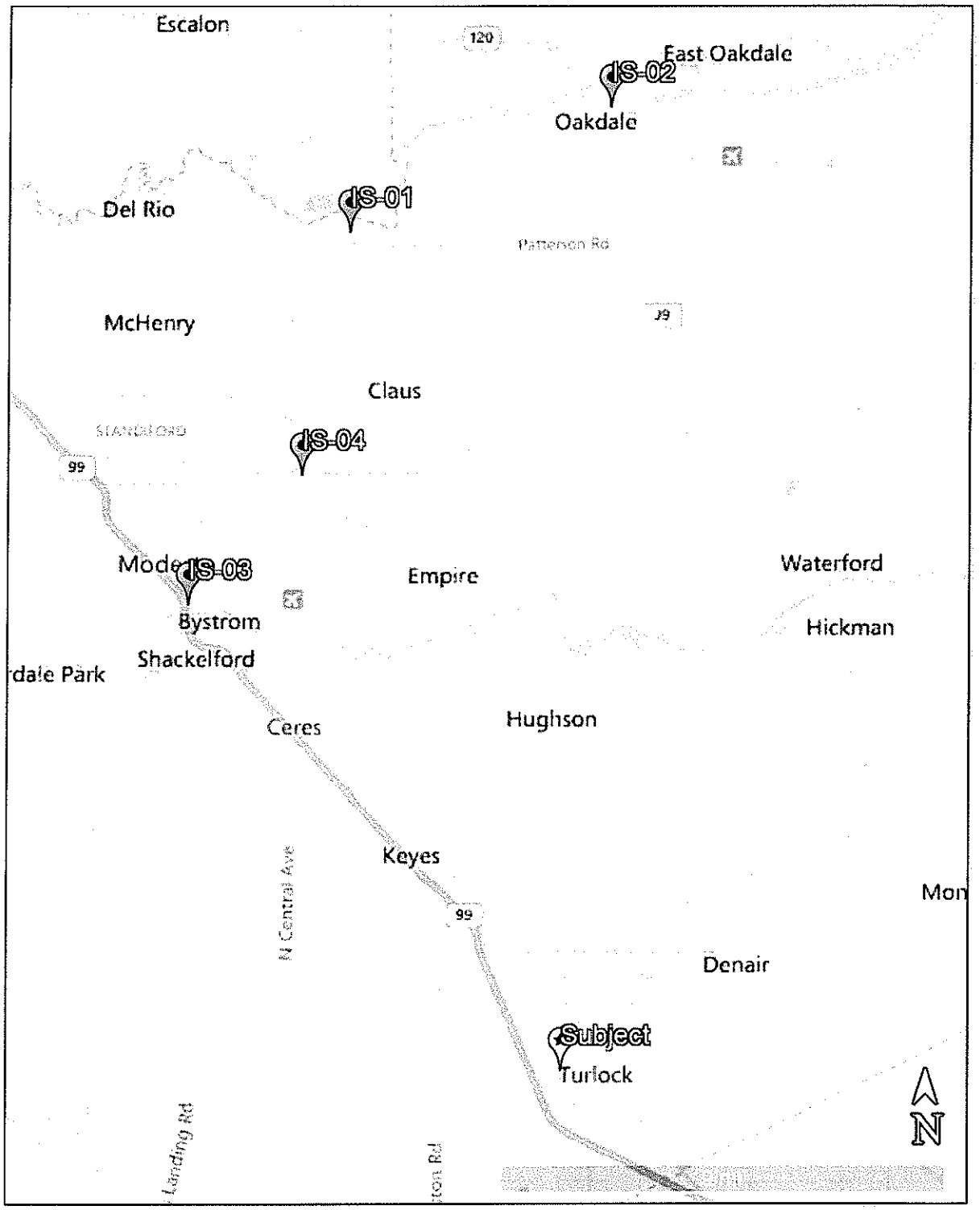
In the sales comparison approach, I examined data that was discovered by talking to brokers, agents, property owners, and market participants from within the subject market; reviewing LandVision, CoStar, and MLS databases for recent sales; inspecting the subject environs; and searching for properties that compete with the subject with improvements ranging in size from half and twice the size of the subject's improvements and that sold within the last several years. Due to a lack of recent comparable sales in Turlock, the search was expanded to include competing markets in other parts of Stanislaus County. Emphasis was placed on specialty purpose properties, such as those where the use or proposed use is for assembly, private school, or religious facility. The properties found to be most comparable are displayed in the summary table below. A location map and comparable data sheets, including photographs for each comparable sale, are presented on the following pages, and assessor's parcel maps are included in the Addenda.

Sales Data Summary

Comparable	IS-01	IS-02	IS-03	IS-04
	6701 2nd St Riverbank, CA	*335 N. 8th Ave Oakdale, CA*	*133 Tuolumne Blvd Modesto, CA*	*Briggsmore Ave Modesto, CA*
Sale Date	May-19	Mar-19	Sep-18	May-18
Sales Price	$350,000	$480,000	$455,000	$1,850,000
Sq. Ft. (Building)	10,000	5,915	11,423	21,866
Sales Price / Bldg. Sq. Ft.	$35.00	$81.15	$39.83	$84.61
Property Rights Conveyed	Ø	Ø	Ø	Ø
Financing Terms	Ø	Ø	Ø	Ø
Conditions of Sale	Ø	Ø	Ø	Ø
Expenditures After Purchase	Ø	Ø	Ø	Ø
Market Conditions (Time)	Ø	Ø	Ø	Ø
Location	**Positive**	Ø	Ø	**Negative**
Building Size	Ø	**Negative**	Ø	**Positive**
Interior Build-Out	Ø	Negative	Negative	Negative
Age / Condition / Quality of Improvements	Ø	**Negative**	Positive	**Negative**
Functional Utility	Ø	Ø	Ø	Ø
Parking	Positive	Ø	Positive	Negative
Parcel Size / FAR	**Positive**	Negative	Positive	Negative
Use / Zoning	Negative	Ø	Ø	Negative
Net Adjustment	**Positive**	**Negative**	**Positive**	**Negative**

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

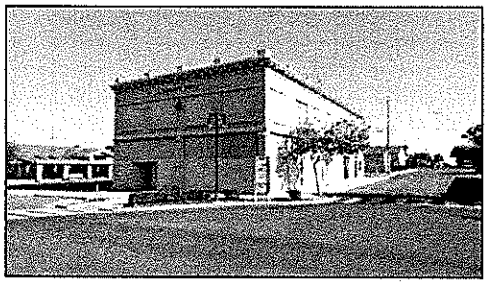
Comparable Sale Location Map



ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Sale Data Sheet

IS-01



Property Type	Special Use
Type of Transaction	Sale
COE	05/09/19
Sales Contract Date	09/05/18
Sales Price	$350,000
$/Sq. Ft. (Building)	$35.00
Address	6701 2nd St
City, State	Riverbank, CA
Zip	95367
APN	132-010-051
Buyer	Rita Plaza LLC
Seller	Riverbank Masonic Temple Assoc.
Document #	2019-0028907
Terms	Cash to Seller
Improvements	Two-story commercial building of masonry construction (see comments for description of the interior)
Sq. Ft. (Building)	10,000
Percent Build Out	See Comments
Year Built	1914
Parcel Size (Acres)	0.29
Parcel Size (Sq. Ft.)	12,500
FAR	0.80
Parking Spaces	16
Parking Ratio	1.6
Zoning	C-2
General Plan	Mixed Use
Vacancy Rate	See Comments
Cap. Rate	n/a
Verified By	Victor Barraza - Listing and Selling Agent
Contact Info.	209-541-9229

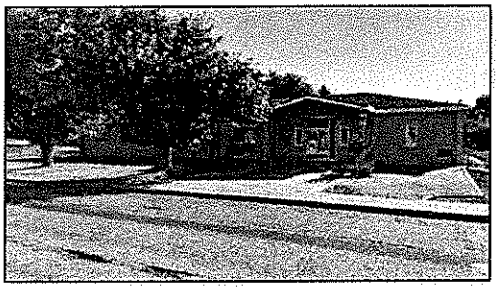
Comments

The property is located in the downtown area of Riverbank. In addition to the two stories above ground, there is reportedly a 3,450 square foot unfinished basement. The finished floor area has a large meeting hall, office areas, first floor kitchen, and restrooms on both floors. There is no elevator. The condition of the improvement was somewhat dilapidated at the time of sale. The buyer purchased this property for investment purposes and their specific intentions are unknown. The property was partially rented at the time of sale on month-to-month terms. There was a long escrow period due to the seller needing to reactivate their non-profit status, and the buyer requested additional time as well for reasons not discovered. There was some interest in the property and it was on and off the market for a few months.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Sale Data Sheet

IS-02



Property Type	Special Use
Type of Transaction	Sale
COE	03/18/19
Sales Contract Date	01/26/19
Sales Price	$480,000
$/Sq. Ft. (Building)	$81.15
Address	335 N. 8th Ave
City, State	Oakdale, CA
Zip	95361
APN	129-014-048
Buyer	Oakdale Event Center LLC
Seller	Timothy and Dorothy McKinsey
Document #	2019-0015861
Terms	Seller Financing, 52.08% down payment
Improvements	One-story concrete block building (see comments)
Sq. Ft. (Building)	5,915
Percent Build Out	100%
Year Built	1962; Renovated (See Comments)
Parcel Size (Acres)	0.96
Parcel Size (Sq. Ft.)	42,000
FAR	0.14
Parking Spaces	80
Parking Ratio	13.56
Zoning	R1
General Plan	Low Density Residential
Vacancy Rate	100.00%
Cap. Rate	n/a
Verified By	Gayle Higgins - Listing and Selling Agent
Contact Info.	209-480-3602

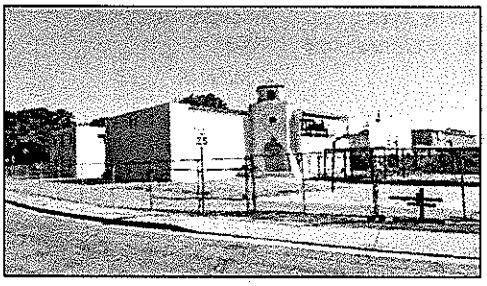
Comments

The property is located in a residential neighborhood, adjacent to a public park and church property. The improvement on the site was in above average condition at the time of sale and had been previously upgraded, including a new roof. The interior is divided into two large meeting rooms and there is also a large kitchen with new appliances. There is a packaged HVAC system. The buyer added a bathroom after the sale. The buyer will use the existing improvement as an event center. This was the seller's down leg in a 1031 exchange that did not impact the sales price, according to the agent involved in the transaction. The seller financed approximately half of the purchase price; the terms were not discovered but were reportedly at market.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Sale Data Sheet

IS-03

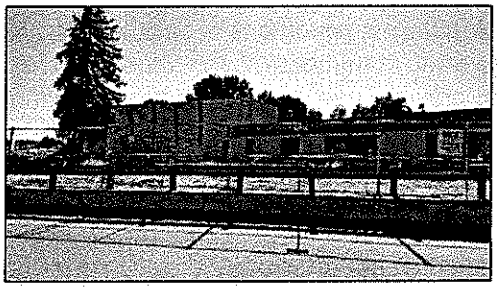


Property Type	Special Use
Type of Transaction	Sale
COE	09/07/18
Sales Contract Date	Not Discovered
Sales Price	$455,000
$/Sq. Ft. (Building)	$39.83
Address	133 Tuolumne Blvd
City, State	Modesto, CA
Zip	95354
APN	102-015-031
Buyer	Eagle Nest Construction, LLC
Seller	Bhullaar LLC
Document #	2018-0062080
Terms	Seller Financing, 30.77% down payment
Improvements	Partial two-story building with an interior built-out consisting of 16 classrooms/offices, 4 bathrooms, kitchen, reception area, and sanctuary/event hall
Sq. Ft. (Building)	11,423
Percent Build Out	100%
Year Built	1932
Parcel Size (Acres)	0.46
Parcel Size (Sq. Ft.)	20,000
FAR	0.57
Parking Spaces	10
Parking Ratio	0.88
Zoning	R-3
General Plan	Mixed Use
Vacancy Rate	100.00%
Cap. Rate	n/a
Verified By	Public Records
Contact Info.	n/a
Comments	The property is located on the fringe of the downtown in a mixed-use area. The improvements had previously been used as a church. The improvements were in fair condition and sold with deferred maintenance. Information regarding the improvements were obtained from a marketing flyer and details regarding the sale obtained from public records. The property had been listed for $525,000 at the time of sale. The seller financed $315,000 of the purchase price for unknown terms. The intended use of the buyer is unknown.

ARWS ASSOCIATED RIGHT OF WAY SERVICES, INC.

Comparable Sale Data Sheet

IS-04



Property Type	Special Use
Type of Transaction	Sale
COE	05/16/18
Sales Contract Date	3 month escrow
Sales Price	$1,850,000
$/Sq. Ft. (Building)	$84.61
Address	2300 E. Briggsmore Ave
City, State	Modesto, CA
Zip	95355
APN	067-033-024
Buyer	Connecting Waters Charter Schools
Seller	First Church of the Nazarene of Modesto
Document #	2018-0033805
Terms	Cash to Seller
Improvements	Three buildings: church sanctuary; classrooms; offices
Sq. Ft. (Building)	21,866
Percent Build Out	100%
Year Built	1978
Parcel Size (Acres)	3.90
Parcel Size (Sq. Ft.)	169,884
FAR	0.13
Parking Spaces	264
Parking Ratio	12.07
Zoning	P-D
General Plan	Mixed Use
Vacancy Rate	100.00%
Cap. Rate	n/a
Verified By	Danny Price - Listing and Buyer's Agent
Contact Info.	209-351-0708

Comments

The property is located in a commercialized area of Modesto and has above average exposure and visibility from E. Briggsmore Avenue. The improvements were older but reportedly well maintained; however, are being rehabilitated and reconfigured for use a charter school. The previous owners had originally bought just land, including the two adjacent parcels to the south, and constructed a church in 1978. The previous owners had sold off the two adjacent parcels years ago, which were improved with two medical office buildings. The property was on the market for 6 months and had lots of interest.

Sales Data Analysis

Adjustments are made to the comparable sale prices for the differences in the properties as they compare to the subject. Adjustments were made sequentially for property rights conveyed, financing terms, conditions of sale, expenditures incurred by the buyer immediately after the sale, and market conditions at the time of sale. Adjustments for location characteristics, physical characteristics, use and non-realty components of value are subsequently added and applied.

A summary of the adjustments made to the comparable sales for the various factors affecting value, as compared to the subject, is included in the table below, followed by a discussion that expands upon the adjustments made in greater detail. Embolden and/or larger font denotes a more significant adjustment.

Comparable	IS-01	IS-02	IS-03	IS-04
	6701 2nd St Riverbank, CA	*335 N. 8th Ave Oakdale, CA*	*133 Tuolumne Blvd Modesto, CA*	*Briggsmore Ave Modesto, CA*
Sale Date	May-19	Mar-19	Sep-18	May-18
Sales Price	$350,000	$480,000	$455,000	$1,850,000
Sq. Ft. (Building)	10,000	5,915	11,423	21,866
Sales Price / Bldg. Sq. Ft.	$35.00	$81.15	$39.83	$84.61
Property Rights Conveyed	Ø	Ø	Ø	Ø
Financing Terms	Ø	Ø	Ø	Ø
Conditions of Sale	Ø	Ø	Ø	Ø
Expenditures After Purchase	Ø	Ø	Ø	Ø
Market Conditions (Time)	Ø	Ø	Ø	Ø
Location	**Positive**	Ø	Ø	**Negative**
Building Size	Ø	**Negative**	Ø	**Positive**
Interior Build-Out	Ø	Negative	Negative	Negative
Age / Condition / Quality of Improvements	Positive	**Negative**	Positive	**Negative**
Functional Utility	Ø	Ø	Negative	Negative
Amenities	Ø	Ø	Ø	Ø
Parcel Size / FAR / Parking	**Positive**	Negative	**Positive**	Negative
Use / Zoning	Negative	Ø	Ø	Negative
Net Adjustment	**Positive**	**Negative**	**Positive**	**Negative**

Both IS-02 and IS-03 involved seller financing with sizable down payments, while the other comparables were all cash transactions. An agent involved in the sale of IS-02 did not recall the details of the financing, but indicated that the terms were favorable to both sides and that there was no apparent effect on the sales price. The transaction details of IS-03 could not be confirmed with a party to the transaction, so the exact terms regarding this sale were not discovered. The data did not suggest that adjustments were warranted for IS-02 and IS-03 for this factor.

The buildings located on IS-01 and IS-03 reportedly sold with deferred maintenance. Since the actual cost to cure is not known in either case, it has been accounted following in an overall quality/condition line item adjustment.

The subject is located in a predominantly residential neighborhood that is mostly built-out with pre-1950s single-family and multifamily dwellings in an area situated just to the west of the City's

downtown core. IS-01 is located in downtown Riverbank, a city in the region which typically is considered to be an inferior location when generally compared to Turlock, based on market perception, warranting an upward adjustment. A downward adjustment has been applied to IS-04 for its above average exposure/visibility and its overall superior location in a commercialized area of Modesto. The locations of the other comparables were judged to have similar appeal when compared to the subject's location, warranting no adjustment.

IS-02 is roughly half the size of the subject in terms of its building area and IS-04 is almost twice the size, both warranting adjustments based on the law of diminishing returns which appears to apply here. A negative adjustment has been made to the unit selling price of IS-02, while a positive adjustment has been applied to IS-04. The other comparables were judged to be in a similar size class, warranting no adjustment.

Approximately 50% of the subject building is partitioned for use as office space and/or classrooms. Restrooms, kitchen, reception area, and vault are also located in this area of the building. The balance is open warehouse that had previously been used as a gun range and assembly area. With a partial unfinished basement, IS-01 was judged to rate similar to the subject for this factor; however, the other comparables are 100% built-out with airconditioned space and downward adjustments have been applied.

The subject building was constructed in 1963 and the effective age is judged to be commensurate with the chronological age of 56 years. Based on my observations at the time of inspection, the subject building has been somewhat maintained (a forced air system was recently replaced); however, there are worn out surfaces and it appears to have had minimal updating. The roof is older, but reportedly water tight, despite evidence of past roof leaks. Interior finish is minimal with mostly ceilings that are open to the roof deck, exposed (sealed) concrete floors, and painted masonry walls. The buildings located on IS-01 and IS-03 are pre-1950s vintage and had both sold with deferred maintenance, as previously stated, rating inferior quality/condition overall, warranting positive adjustment for this factor. IS-02's improvements had been constructed in the early 1960s, similar to the subject, but renovated by the seller prior to the sale, including a new roof and interior finish, and a downward adjustment has been applied. Despite the buyer's intentions of renovating the buildings located on IS-04 for a change in use, the improvements are much newer when compared to the subject, being built in 1978, and were maintained, warranting a downward adjustment.

As currently configured, the subject improvements are judged to have below average functional utility from its prior use as an armory. The former gun range has already been adapted for use as warehouse space, but most users would have no need for a weapons vault. In addition, despite having a central forced air system, the building is not air conditioned. IS-01 is a two story building located above a basement foundation without an elevator. IS-02 sold without any bathroom facilities, which the buyer added subsequent to the sale. Adjustments for differences between the subject and IS-01 and IS-02 for this element of comparison were concluded to be offsetting. The functional utility of IS-03 and IS-04 were judged to rate average, and downward adjustments have been applied to these two comparables for this factor.

There is a 50 foot by 58 foot metal utility building located on the subject property. None of the sale comparables are improved with a similar amenity; however, despite having some contributory

value, it has been determined to be limited and adjustments to the comparable sales was not warranted.

The subject has a floor area ratio (FAR) of 0.18 and the site is currently configured for outside storage and improved with a parking lot that is striped for 40 parking stalls or 3.36 spaces per 1,000 square feet of gross building area. An upward adjustment has been applied to IS-01 for this element of comparison, due to the fact that most of the site is occupied by the footprint of the building and it has substandard parking. An upward adjustment was also warranted for IS-03 for this factor, but to a slightly lesser degree than that of IS-01 because a portion of the site can be used to accommodate outdoor activities (currently improved as a playground). With a much lower FAR and higher parking ratio, when compared to the subject, downward adjustments have been to IS-02 and IS-04 for this element of comparison.

The subject's zoning limits the range of allowable uses. A downward adjustment was judged to be warranted for IS-01 for its general commercial zoning. No adjustments have been applied to the other comparables for this factor, where their zoning similarly restricts the number of uses allowed.

Sales Comparison Approach Conclusion

The comparables analyzed above each reflect the sale of properties with improvements suitable for specialty purpose use. The unit selling prices of the comparables range from $35.00 to $84.61 per square of building area. IS-01 and IS-02 are more recent sales and IS-01, at the low end of the indicated range of unit selling prices, warranted the least amount of gross adjustment. IS-02's improvements are of similar vintage when compared to the subject but had been renovated prior to the sale and warranted a significant downward adjustment for quality/condition. Several other negative adjustments have been applied to IS-02 for various factors. Like IS-01, IS-03 is similar in size to the subject and warranted the least amount of net adjustment. IS-04 was judged to be superior to the subject in most aspects and given the least weight. More emphasis has been placed on IS-01 and IS-03 in determining a value for the subject property via the sales comparison approach. Based on the foregoing data and analysis, the estimated market value of the subject property is as follows:

Unit ($/Sq. Ft.)	×	Building Area (Sq. Ft.)	=	Indicated Value
$45		11,918		$536,310

Estimated Market Value
Using the Sales Comparison Approach: **$536,000 (Rounded)**

Reconciliation and Final Value Conclusion

The three approaches estimated these values:

Cost Approach:	$531,000
Sales Comparison Approach:	$536,000
Income Capitalization Approach:	Not Applied

Two of the three approaches to value have been utilized in the valuation of the subject property. The sales comparison approach revealed that this market is primarily made up of owner users, and therefore, since properties similar to the subject are not typically purchased as investment properties, the income approach was not utilized. The cost approach and sales comparison approaches were generally given equal weight considering that the subject improvements are close to being fully depreciated, and nearing the end of their remaining economic life, and considering the quality and quantity of the comparable sales data found in the market.

The estimated market value of the fee simple interest of the subject property, as of the date of value, is concluded to be:

Fee Simple Market Value: **$535,000**

(Five Hundred and Thirty-Five Thousand Dollars)

This opinion is subject to the assumptions and conditions displayed at the beginning of this report. If these were not made, my opinion might be different.

ADDENDA

COMPARABLE LAND SALES PARCEL MAPS

PORTION NW 1/4 SECTION 32 T.3S. R.9 E. M.D.B.& M.
CITY OF MODESTO-BLK. Z

002 001

103 - 22

THIS MAP FOR ASSESSMENT PURPOSES ONLY

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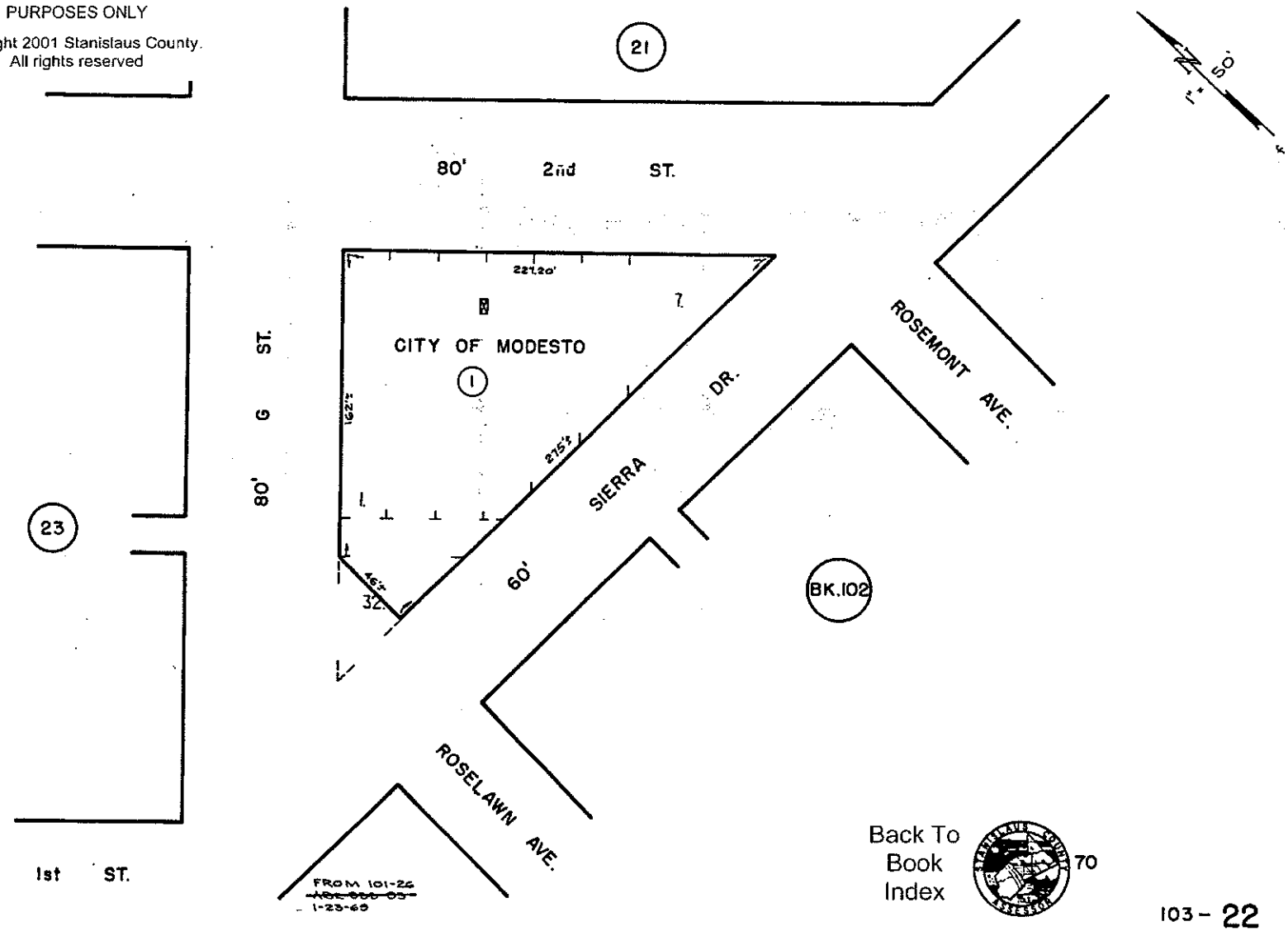

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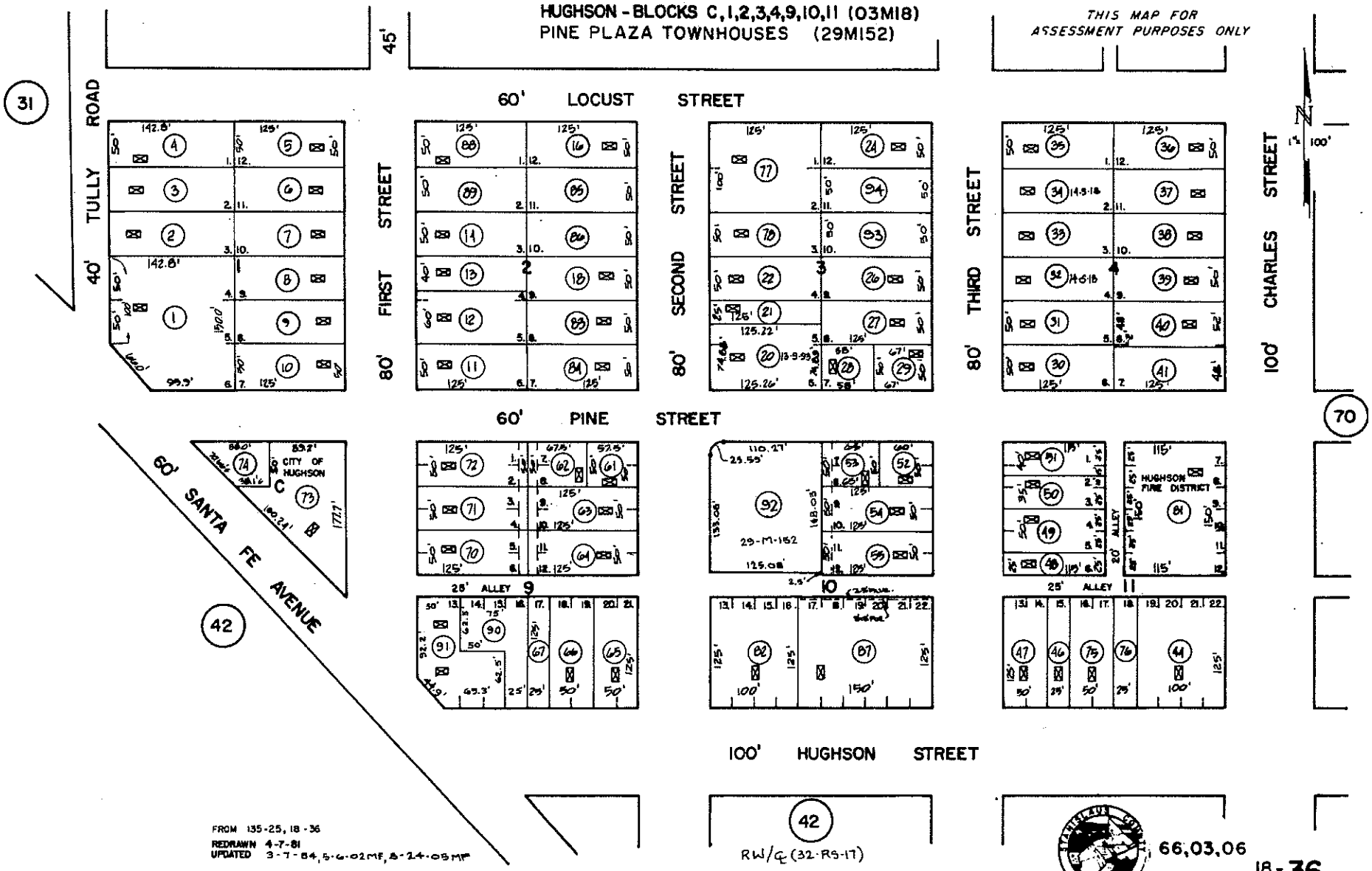
103 - 22

PORTION SE 1/4 SECTION 9 T.4S R.10E M.D.B.&M.

HUGHSON - BLOCKS C,1,2,3,4,9,10,11 (03M18)
PINE PLAZA TOWNHOUSES (29M152)

THIS MAP FOR ASSESSMENT PURPOSES ONLY



FROM 135-25, 18-36
REDRAWN 4-7-81
UPDATED 3-7-84, 5-6-02MF, 8-24-05MF

PORTION N.W. 1/4 SECTION 22 T.5S. R.10E. M.D.B.&M.
CROW & BROWDER COLONY LOTS 5,6,8&9 LOTS 1-10 EPWORTH TRACT

007 000
101 000
007 074

50-03

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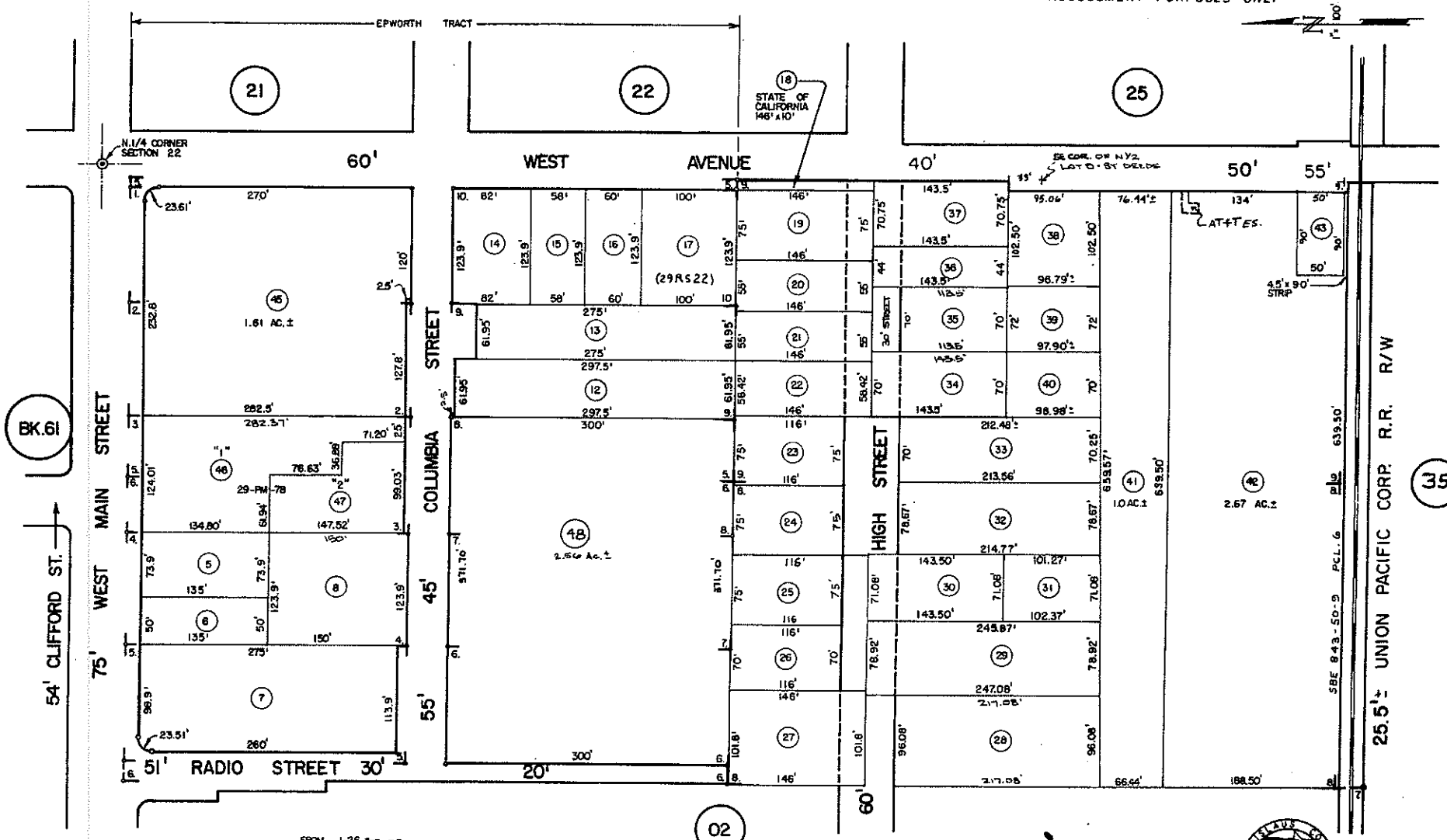

FROM J-26,50-03
R.M. 2-11, 5-8
REDRAWN 12-15-82
UPDATED 8-1-97 SG, 7-11-06 MF, 8-29-08 DH, 5-24-05 MF, 12-14-11 MB,

50-03

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PORTION NW 1/4 SECTION 21 T. 3 S. R. 9 E. M. D. B. & M.

002 001

31 - 06

PORTION OF COOLIDGE COLONY-LOTS 11 & 12

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Book
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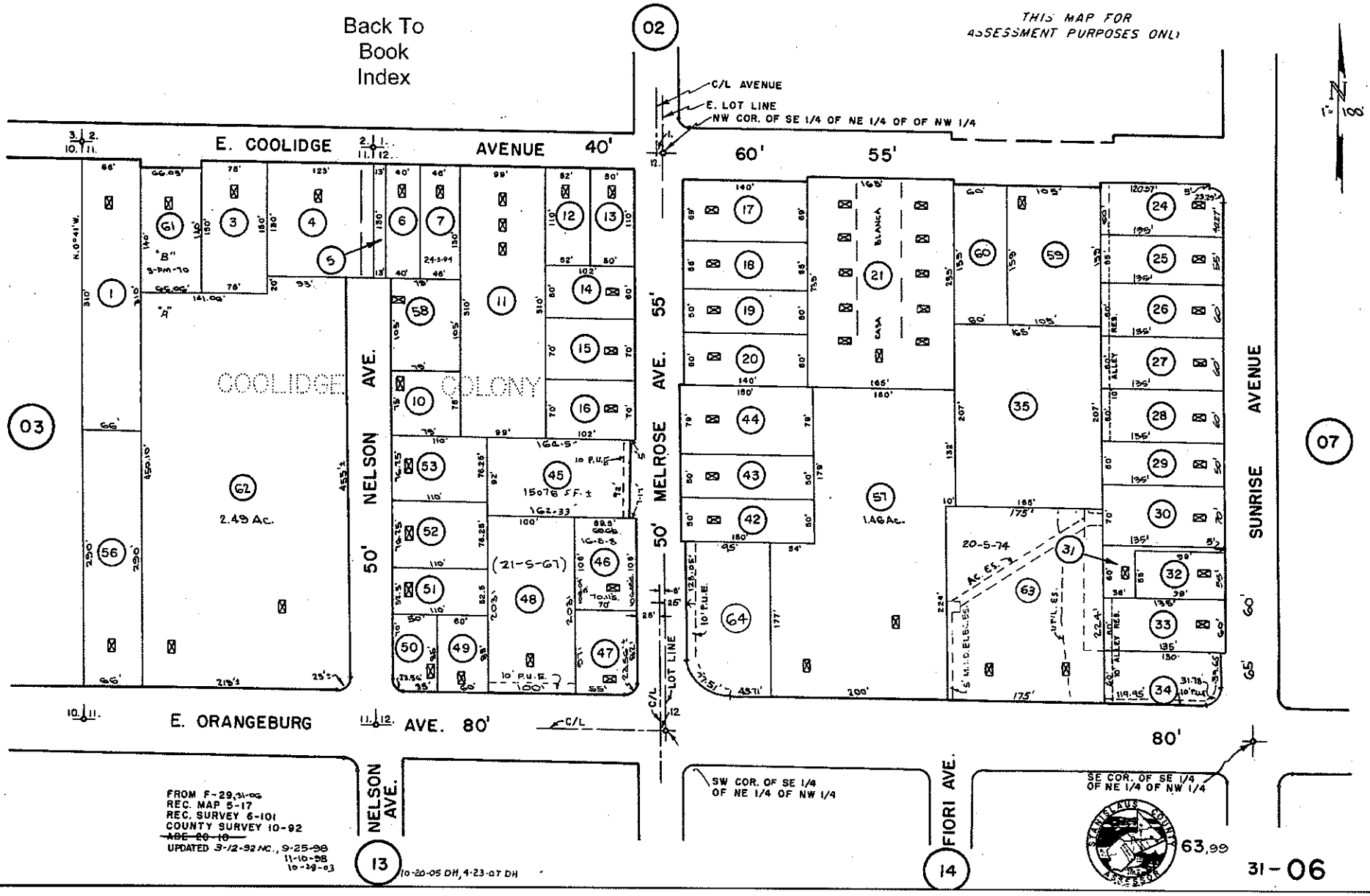
ASSESSMENT PURPOSES ONLY



FROM F-29, 31-06
REC. MAP 5-17
REC. SURVEY 6-101
COUNTY SURVEY 10-92
~~ADE 20-10~~
UPDATED 3-12-92 MC., 9-25-98
11-10-98
10-28-03

10-20-05 DH, 4-23-07 DH

31 - 06

PORTION NW. 1/4 SECTION 22 T.5S. R.10E. M.D.B.& M.

LAUREL PARK TRACT – POR. LOTS 16,21 (04M20)

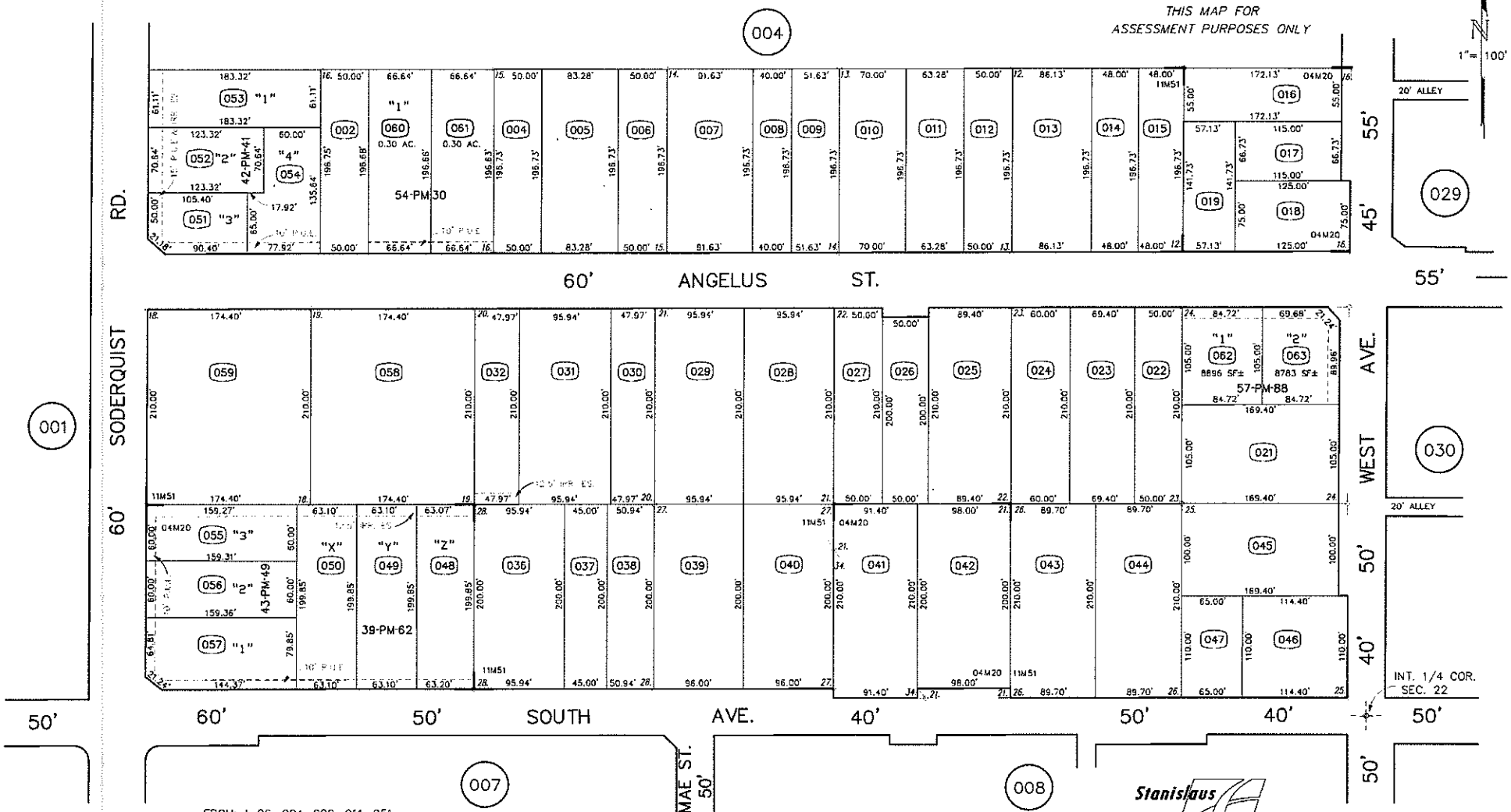
LEWIS TRACT – LOTS 12–16, 18–28 (11M51)

007 056
007 087
007 127

050 – 005

THIS MAP FOR ASSESSMENT PURPOSES ONLY

1" = 100'



FROM: J-26, 004-020, 011-051
DRAWN: 8-30-65
REVISED: 1-14-91, 1-5-98, 12-10-00 MF, 1-16-01 MF, 7-8-04 DH, 6-5-06 (V)MB, 8-19-08 MF, 1-2-19 MF

Stanislaus County Assessor

66,98,07,19

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050 – 005

COMPARABLE (IMPROVED) SALES PARCEL MAPS

THIS MAP FOR ASSESSMENT PURPOSES ONLY

POR. NW 1/4 SECTION 25 T.2S. R.9E. M.D.B. & M.

006 090

CITY OF RIVERBANK - BLKS 1,2,7,8,15,16 (05M16)

FROM: 132-004, 007, 013
DRAWN: 02-06-66
REVISED: 02-24-86, 04-17-00, 10-31-13 MB, 12-08-16 MB, 01-12-17 MF, 08-16-18 (G) DB

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Stanislaus County Assessor

POR. SW 1/4 SEC. 11 T.2S. R.10E. M.D.B.& M.

POR. ATWOOD TRACT # 1 – BLKS. B & C (14M59)
POR. NORTH TRACT – POR. LT. F (01M37)

004 000 129 – 014

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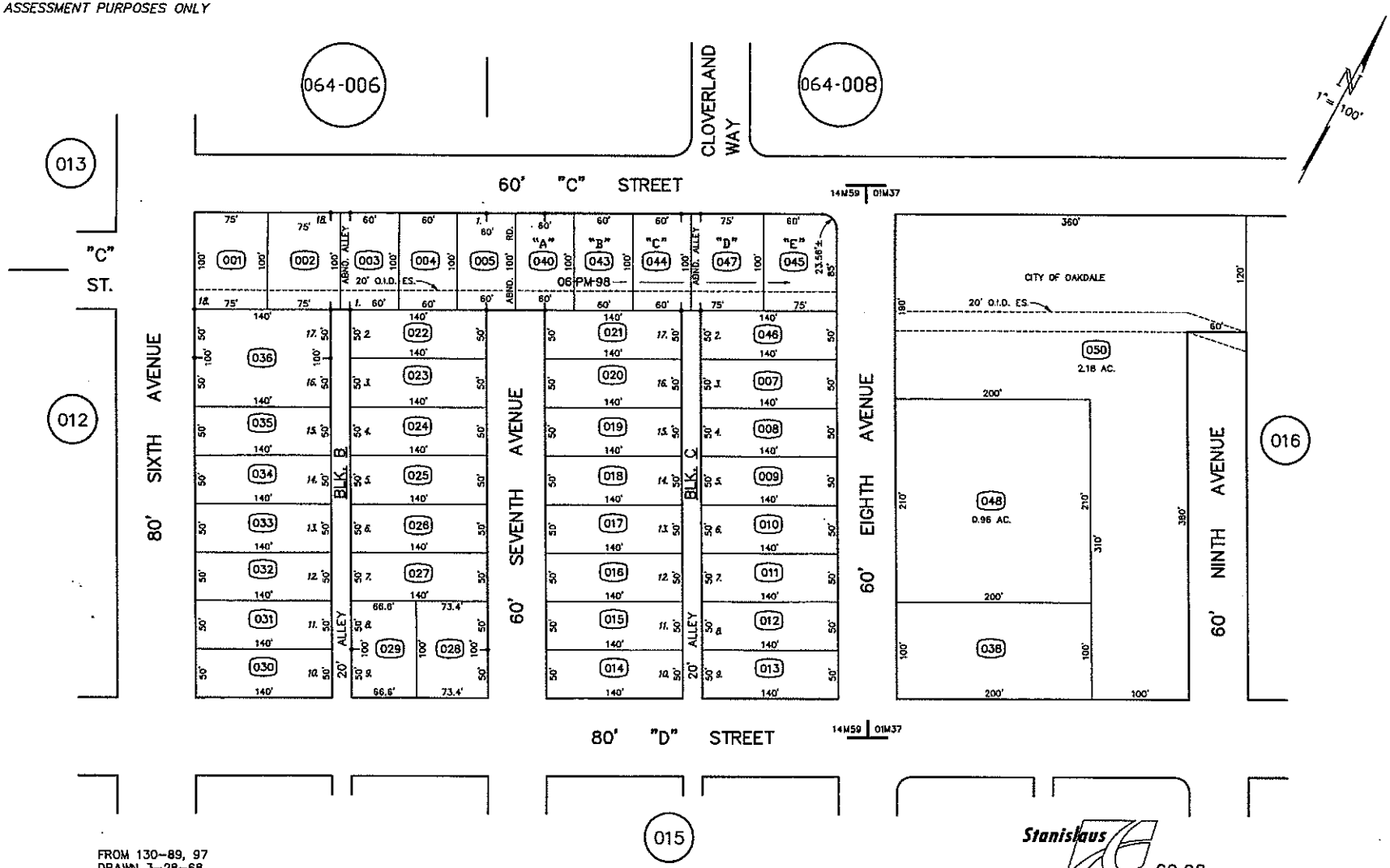

FROM 130-89, 97
DRAWN 3-28-68
REVISED 8-27-68, 3-17-77, 3-12-98, 1-6-09 (V)DH

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Stanislaus County Assessor

69,98

PORTION SE 1/4 SECTION 32 T.3S. R.9E. M.D.B.&M.

002 001

102-15

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CITY OF MODESTO - BLOCKS 305, 306 & 310

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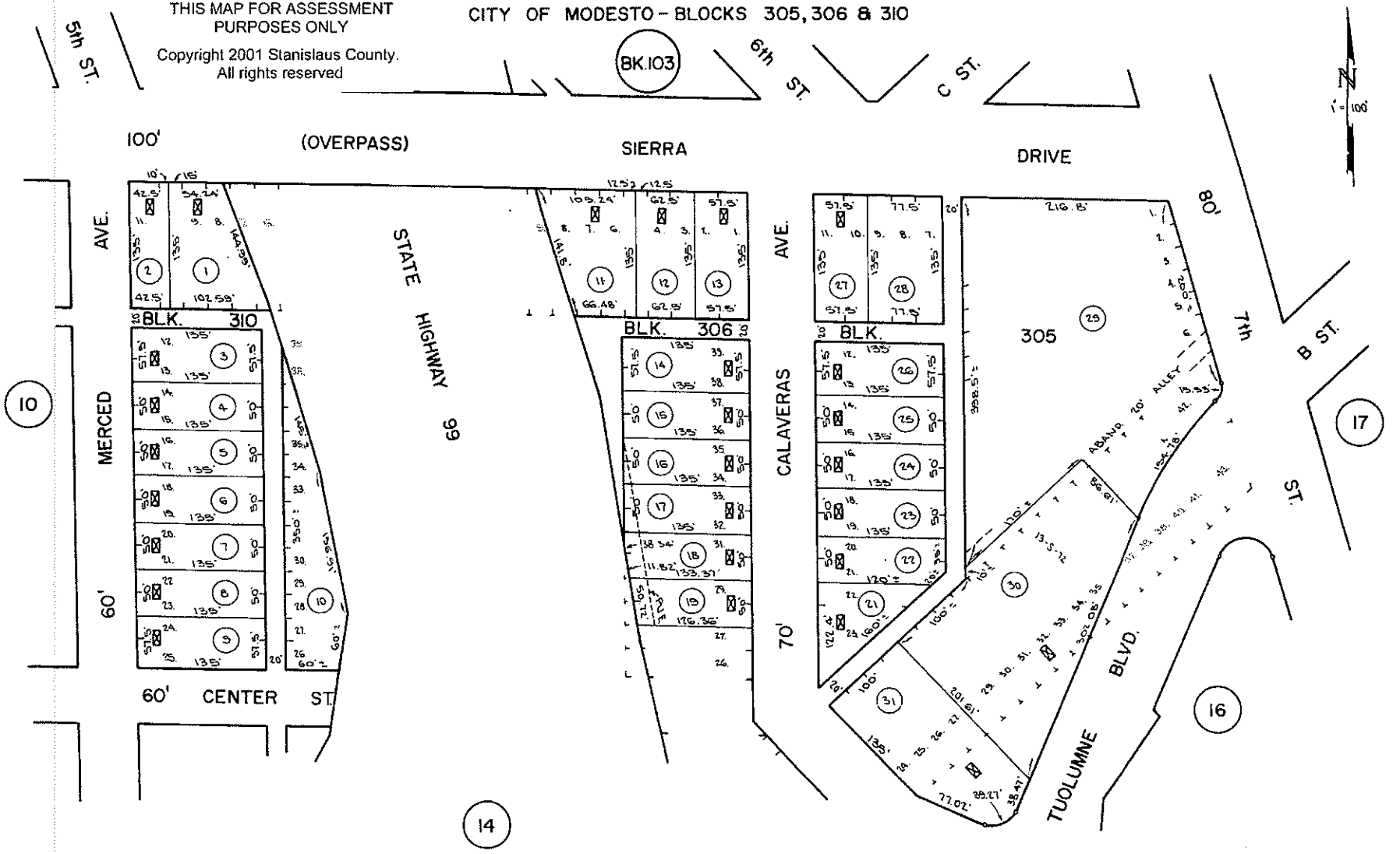

FROM 108-5,6,12
~~NOV 300 95~~
3-5-69, UPDATED 3-5-75

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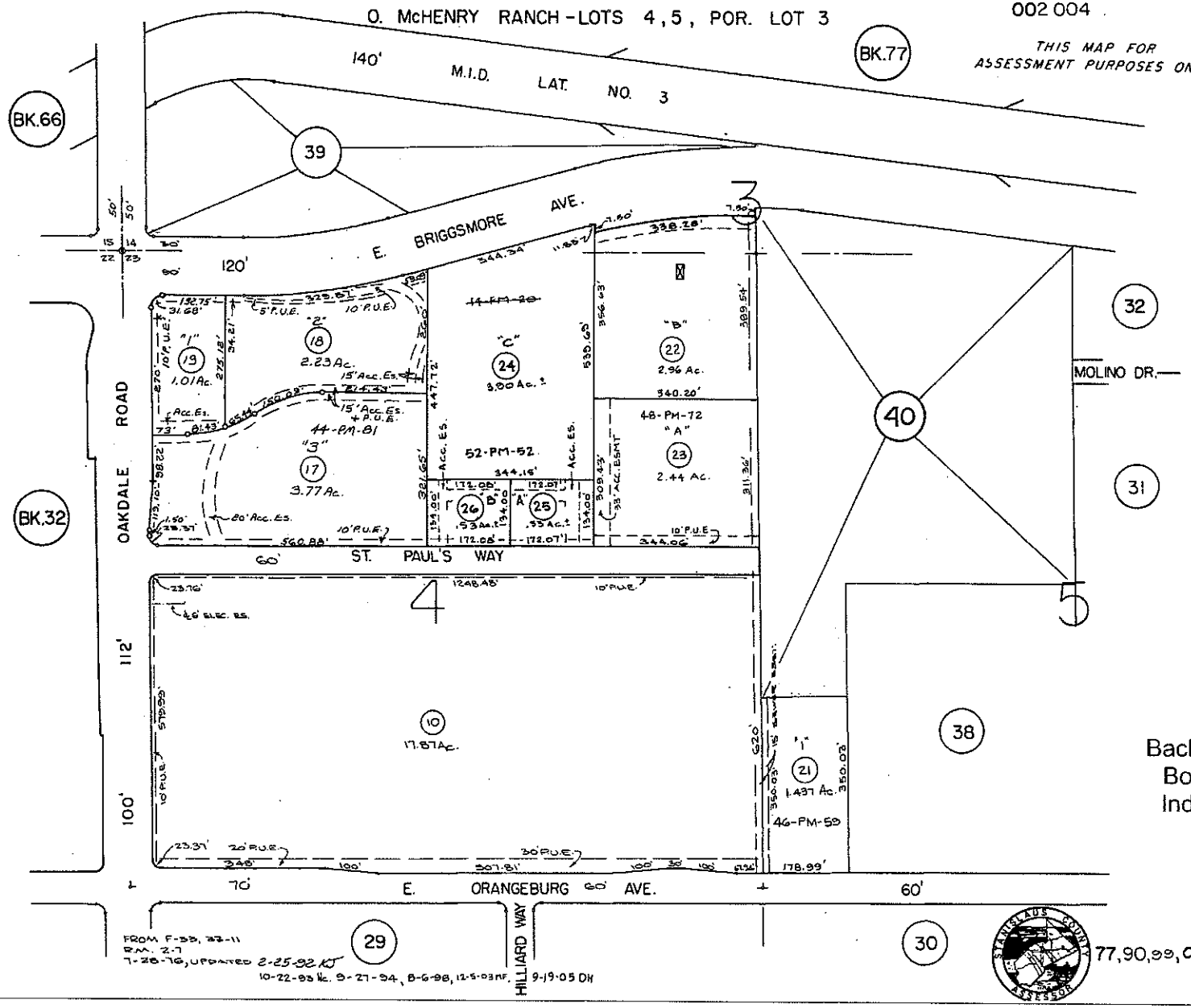
PORTION NW 1/4 SECTION 23 T.3S. R.9E. M.D.B.& M.

O. McHENRY RANCH - LOTS 4, 5, POR. LOT 3

002 001
002 004

67-33

THIS MAP FOR ASSESSMENT PURPOSES ONLY



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FROM F-33, 32-11
R.M. 2-7
7-28-76, UPDATED 2-25-92 KJ
10-22-93 KL, 9-27-94, 8-6-98, 12-5-03 NF, 9-19-05 DH

77,90,99,04

67-33

Exhibit B

LETTERS OF INTEREST
For Adaptive Reuse / Redevelopment Opportunity
1040 Flower St., Turlock, CA

The City of Turlock (the "City") is seeking letters of interest from all qualified parties who may wish to pursue an adaptive reuse or redevelopment project of a former armory building and adjacent property (see images in the appraisal report). The property is City owned and is comprised of 1.48 acres (APN 061-003-017) with an 11,918 square foot former armory structure and 40 parking spaces. The building was constructed in 1963 and consists of concrete block construction. The State of California Military Department has continuously occupied the facility however it is now vacated. A third-party appraisal and phase I/II environmental reports, lead abatement and lead clearance report are available at the links provided below.
Armory Appraisal Report
Environmental Phase I
Environmental Phase II
Lead Abatement
Lead Clearance Report

The State of California Military Department has mitigated the lead contamination identified in the environmental report. Interested parties should carefully review the reports for other identified contaminants as the City will not be responsible for mitigation. The land is zoned P-S – Public & Semi-Public and is located within an established neighborhood. The property is within walking distance to an elementary school, retail shopping and sits across the street from Soderquist Park, little league baseball facility. The site is designated Public in the General Plan however, given the location of the facility, a rezone and General Plan Amendment to residential or similar compatible land use is a potential option.

To determine the level of development interest in the aforementioned property, the City is seeking letters of interest from organizations and individuals. To better understand the level of interest and opportunities at this site, letters may include responses to the following:

 Potential use of the property in 500 words or less If a Request for Qualifications/Proposals (RFQ/RFP) was issued, would you likely submit a response? What information would you need from the City to be able to submit a proposal?

Letters should contain individual/company background and contact information. At this time, the City is not seeking formal proposals. Based on the level of interest expressed in the letters received by 5:00 P.M. on Friday, September 4, 2020, a subsequent process may ensue to make the property available for development. The anticipated timeline to release an RFQ is November 2020 and a subsequent RFP process is expected to begin in Spring 2021. Letters of interest are not required to participate in any future process. Please submit your letter of interest either by email or mail to:

Allison Van Guilder, Director of Parks, Recreation and Public Facilities
City of Turlock 156 S. Broadway Turlock, CA 95380-5454
avanguilder@turlock.ca.us
For more information regarding this process, please contact Allison Van Guilder at 209-668-6001.

EXHIBIT C

KATCH ENVIRONMENTAL, INC.
Licenses A&B-ASB-HAZ 933096
DVBE 59233

Ron Klein,
Hazardous Materials Manager
4972 East Pontiac Way
Fresno, CA 93727
559.292.6653
ron@katchenvironmental.com
DIR No. 1000010211

7/15/2020

Turlock Armory IFR
Lead Abatement
1040 Flower St.
Turlock, Ca. 95380

KEI completed all Construction and Demolition and Lead Abatement of all called out items. These items consisted of the following-

-A/C & Heater unit to include all attachments involved, along with ducting, piping, vents, etc.
-Ceiling tiles as possible Lead Contaminated materials.
-Wood slats and wood ceiling boards as possible Lead Contaminated materials.
-Florescent Light Fixtures, to include all attached wiring and brackets along with any other involved items. This wiring was demolished all the way back to the local lighting power source in order to be used for new lighting.
-Bullet Catch Plate located at East end of IFR along with all brackets, attachments, bolted metal materials and wood curb attached to the concrete floor. (Note: This was demolished after Lead Cleaning actions to deem this as Lead Free).
-Any and all insulation materials found above the Ceiling Tiles removed.
-Lead Abatement completed within the entire IFR room to include the usage of Formula 209 Enviro Wash Towels that were soaked in Formula 805, Lead Cleaner.
-The Lead Abatement/Cleaning included all ceilings, walls and floor areas along with any other items left attached within the IFR room.
-The entire IFR mentioned above was encapsulated with 3 coats of LBC Fiberlock III.

All of these actions were conducted by KEI following all specifications set forth by Sections 09 90 00, 01 33 00, 01 33 23 and 02 83 19.13.

KEI then accomplished the Re-Paint of all ceilings and walls, to match existing as close as possible, per specifications mentioned above. KEI used the approved product (Behr Paint Coatings) and assorted approved colors.

All lighting demolished was replaced with new. These approved lights were- OIW-LED Series L70 4' Industrial LED Wrap Around Surface Mounted Fixtures.

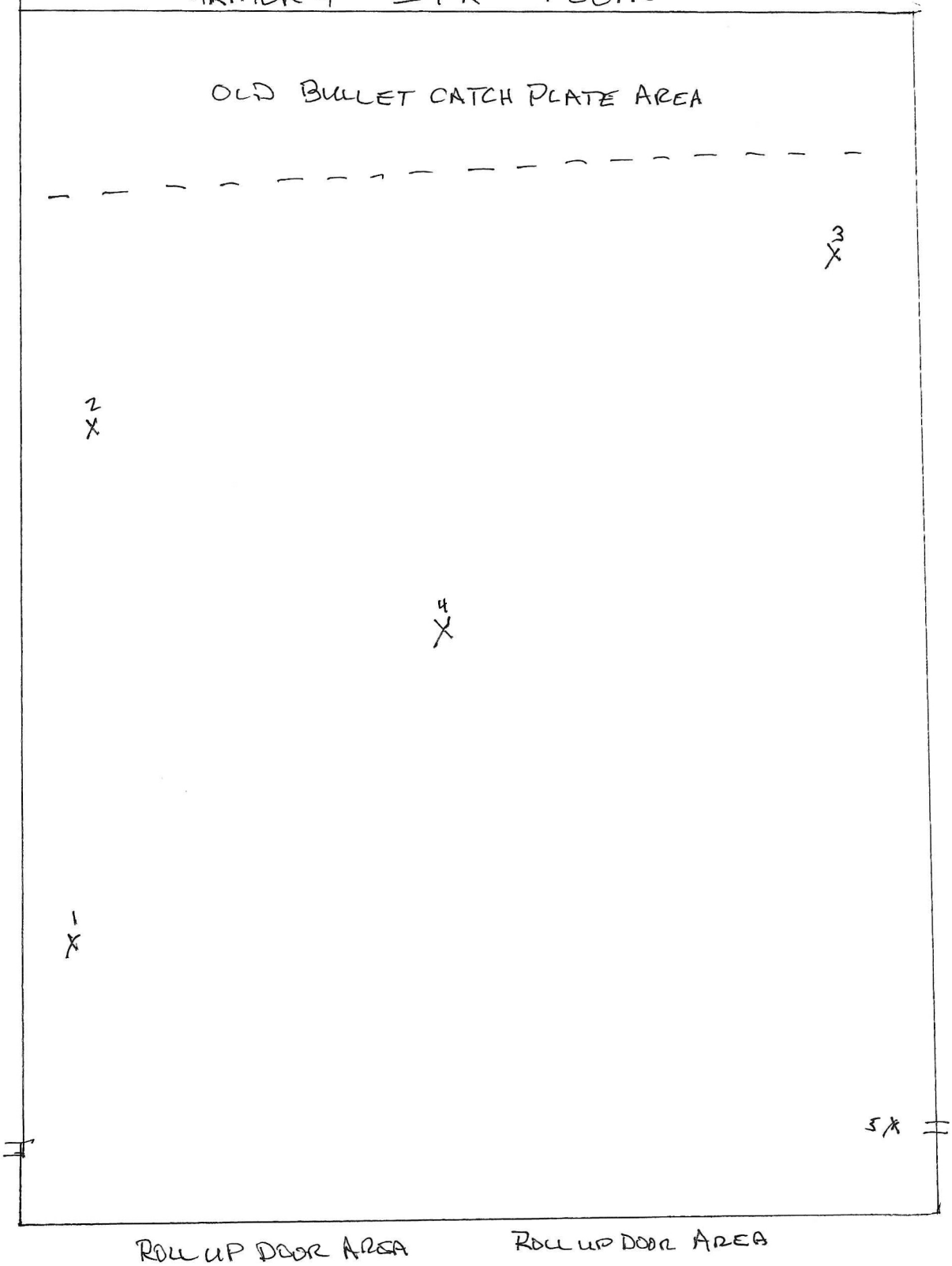
4972 East Pontiac Way
Fresno, CA 93727
559.292.6653

A Final Wipe Surface Clearance was accomplished in order to deem the IFR free and clear of any Lead Contamination and this IFR received an "all clear" report by Bovee Environmental as KEI's Sub Contractor. Attached is a drawing shown where these "wipe samples" were located. 6 samples had been achieved prior to KEI's Abatement project and 5 clearance samples were completed. Number 6 sample prior to the Abatement was no longer involved with the clearance since it had originally done on the actual IFR Bullet Catch Plate, which was demolished and no longer available.

End of Report.

TURLOCK

ARMORY IFR ROOM



X = WIPE SAMPLE

EXHIBIT D

Bovee Environmental Management, Inc.
1900 McHenry Ave, Ste 201, Escalon, CA 95320
North Valley: 209-847-3800 • South Valley: 559-264-3800
Email: bem@boveeinc.com • Facsimile: 209-847-3830

May 27, 2020

Mr. Ron Klein
Katch Environmental
4972 East Pontiac Way
Fresno, CA 93727

RE: LEAD CLEARANCE REPORT

Subject Site: **California Army National Guard; 1040 Flower Street, Turlock, CA**
Inspected On: **May 26, 2020**
Inspected Areas: **Storage Room**

Mr. Klein:

Upon lead remediation activities at the *Subject Site* referenced above, Bovee Environmental Management (BEM) collected wipe samples and provided for laboratory analysis to determine lead levels on surfaces beneath the remediation areas. This letter report outlines our services.

SCOPE OF WORK

BEM was contracted to perform a visible inspection and provide wipe samples with laboratory analyses upon lead remediation efforts performed at the *Subject Site*.

VISUAL INSPECTION

No visible lead containing debris were observed during BEM's visual inspection of the *Subject Site*.

WIPE SAMPLES/ANALYTICAL RESULTS

Wipe samples were collected from surfaces beneath lead remediation areas. BEM's field form and laboratory analytical results can be reviewed in Attachments A and B.

SAMPLE #	SAMPLE LOCATION	SURFACE	LEAD CONCENTRATION
43917-L1	CA-Turl-01	Floor	<5.0 µg/ft^2
43917-L2	CA-Turl-02	Floor	<5.0 µg/ft^2
43917-L3	CA-Turl-03	Floor	<5.0 µg/ft^2
43917-L4	CA-Turl-04	Floor	<5.0 µg/ft^2
43917-L5	CA-Turl-05	Floor	<5.0 µg/ft^2

CONCLUSION

Wipe sample results of collected surfaces revealed lead concentration levels well below the regulatory (17 CCR 35035) clearance level of less than 40 micrograms per square foot.

Based on the visual inspection and analytical results of the remediation areas, the *Subject Site* should be considered ready for re-occupancy in regards to lead contaminants.

WARRANTY

BEM warrants that the findings contained herein have been promulgated in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community. There is a possibility that conditions may exist which could not be identified within the scope of the inspection or which were not apparent during the site visit. No other warranties are implied or expressed.

BEM looks forward to assisting you in the near future. If you have any questions regarding this report or other BEM services, please call (209) 847-3800.

Regards,

Brett L. Bovée

Brett L. Bovée, CAC, CMC, CDPH
California DPH Lead Inspector/Assessor ID# 1494/1493

ATTACHMENT A

BEM

SAMPLE FIELD SHEET

Bovee Environmental Management, Inc.
1900 McHenry Ave, Ste 201, Escalon, CA 95320
North Valley: 209-847-3800 • South Valley: 559-264-3800
Email: bem@boveeinc.com • Facsimile: 209-847-3830

CHAIN OF CUSTODY

BEM PROJECT #	20-43917	TURN-AROUND TIME
SAMPLE DATE:	5/26/20	● SAME DAY ○ 24HOURS
SURVEY TYPE:	Clearance	○

Project Name:	California Army National Guard ; Commercial
Address:	1040 Flower ST Turlock CA 95380
Type of Loss:	ASTM E1792 Wipes were used
Areas Inspected:	Storage Room

Point Count Trace Results: ○ YES-400 ○ YES-1000 ● NO

Sample#	Sample Description	Surface	T. Time	LPM	Vol./Qua.	PLM	XRF	PCM	DIRECT-101	E-COLI	TEM	AAS
43917 -L1	Mat. Desc.: Lead Wipe Mat. Loc.: CA-Turl-01	W C FL ○○○			144in²	○	○	○	○	○	○	●
-L2	Mat. Desc.: Lead Wipe Mat. Loc.: CA-Turl-02	W C FL ○○○			144in²	○	○	○	○	○	○	●
-L3	Mat. Desc.: Lead Wipe Mat. Loc.: CA-Turl-03	W C FL ○○○			144in²	○	○	○	○	○	○	●
-L4	Mat. Desc.: Lead Wipe Mat. Loc.: CA-Turl-04	W C FL ○○○			144in²	○	○	○	○	○	○	●
-L5	Mat. Desc.: Lead Wipe Mat. Loc.: CA-Turl-05	W C FL ○○○			144in²	○	○	○	○	○	○	●
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	W C FL ○○○				○	○	○	○	○	○	○

1-5 EC

20-05-02432

Due Date:
05/27/2020
(Wednesday)
AE

Relinquished by: R. Dominguez	Received by:	Relinquished by:	Received by: E. Cordova
X	X	X	X
Time/Date: 5/26/20	Time/Date:	Time/Date:	Time/Date: 5/27/2020 @ 1155am

ATTACHMENT B

LABORATORY ANALYTICAL REPORT

Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Lead Dust Wipe Analysis Report

Report Number: 20-05-02432

Client: Bovee Environmental Management Inc
1900 McHenry Ave, Ste 201
Escalon, CA 95320

Received Date: 05/27/2020
Analyzed Date: 05/27/2020
Reported Date: 05/27/2020

Project/Test Address: 20-43917; California Army National Guard; Commercial; 1040 Flower St; Turlock, CA 95380
Collection Date: 05/26/2020

Client Number:
201425

Laboratory Results

Fax Number:

Lab Sample Number	Client Sample Number	Collection Location	Surface	Total Pb (ug)	Wipe Area (ft²)	Concentration (ug/ft²)	Narrative ID
20-05-02432-001	43917-L1	CA-TURL-01	FL	<5.00	1.00	<5.00	
20-05-02432-002	43917-L2	CA-TURL-02	FL	<5.00	1.00	<5.00	
20-05-02432-003	43917-L3	CA-TURL-03	FL	<5.00	1.00	<5.00	
20-05-02432-004	43917-L4	CA-TURL-04	FL	<5.00	1.00	<5.00	
20-05-02432-005	43917-L5	CA-TURL-05	FL	<5.00	1.00	<5.00	

Environmental Hazards Services, L.L.C

Client Number: 201425 **Report Number:** 20-05-02432

Project/Test Address: 20-43917; California Army National Guard; Commercial; 1040 Flower St; Turlock, CA 95380

Lab Sample Number	Client Sample Number	Collection Location	Surface	Total Pb (ug)	Wipe Area (ft²)	Concentration (ug/ft²)	Narrative ID

Method: ASTM E-1979-17/EPA SW846 7000B

Accreditation #:

Reviewed By Authorized Signatory: Melissa Kanode

Missy Kanode

QA/QC Clerk

Lead Hazard and Clearance Standards Table

Description	EPA - Effective 12/18/2019	HUD Grant Programs
Hazard Standard, Floors	≥ 10 µg/ft²	≥ 10 µg/ft²
Hazard Standard, Sills	≥ 100 µg/ft²	≥ 100 µg/ft²
Clearance, Floors	< 40 µg/ft²	< 10 µg/ft²
Clearance, Sills	< 250 µg/ft²	< 100 µg/ft²
Clearance, Troughs	< 400 µg/ft²	< 100 µg/ft²
Clearance, Porch Floors	Not Regulated	< 40 µg/ft²

The Reporting Limit (RL) is 5.00 ug Total Pb. Reported results are not corrected for field blanks. Dust wipe area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in ug/ft2 are calculated based on area supplied by the client. If the report does not contain the result for a field blank, it is due to the fact that the client did not include a field blank with their samples. EHS sample results do not reflect blank correction. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Services, L.L.C.

ELLAP Accredtitation through AIHA-LAP, LLC (100420), NY ELAP #11714.

Legend	ug = microgram	ug/ft² = micrograms per square foot	Pb = lead
	mL = milliliter	ft² = square foot	

EXHIBIT E

Phase I Environmental Site Assessment

US Army National Guard
Armory Site
1040 Flower Street
Turlock, California

Prepared for:

The City of Turlock

Prepared by:

Rincon Consultants, Inc.
November 15, 2016

Environmental Scientists Planners Engineers

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003

805 644 4455
FAX 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

November 15, 2016
Project 16-03292

Nathan Bray, P.E.
City of Turlock
156 South Broadway, Suite 150
Turlock, California 95380

Subject: Phase I Environmental Site Assessment
US Army National Guard Armory Site
1040 Flower Street, Turlock, California

Dear Mr. Bray:

This report presents the findings of a Phase I Environmental Site Assessment (ESA) completed by Rincon Consultants, Inc. for the US Army National Guard Armory Site located at 1040 Flower Street in Turlock, California. The Phase I ESA was performed in accordance with our proposal dated September 1, 2016 and professional services agreement dated September 14, 2016.

The accompanying report presents our findings and provides an opinion regarding the presence of recognized environmental conditions. Our work program for this project is intended to meet the guidelines outlined in the American Society for Testing and Materials (ASTM), Standard Practice for Environmental Site Assessments: *Phase I Environmental Site Assessment Process* (ASTM Standard E-1527-13). Our scope of services, pursuant to ASTM practice, did not include any inquiries with respect to asbestos containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint, lead in drinking water, mold, radon, regulatory compliance, wetlands, or high voltage power lines.

Thank you for selecting Rincon for this project. If you have any questions, or if we can be of any future assistance, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.

Sarah A. Larese
Senior Environmental Scientist

Walt Hamann, PG, CEG, CHG
Vice President, Environmental Services

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California National Guard -Armory Site

1040 Flower Street, Turlock, California

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EXECUTIVE SUMMARY

This report presents the findings of a Phase I Environmental Site Assessment (ESA) for the California National Guard -Armory Site located at 1040 Flower Street in Turlock, California (Figure 1, Vicinity Map). The Phase I ESA was performed for the City of Turlock by Rincon Consultants, Inc. (Rincon). The City of Turlock has requested this assessment and will use the assessment to provide information for the purpose of terminating the existing lease agreement for the subject property. The subject property is currently owned by the City of Turlock and is in use as the California National Guard Armory occupied by the 149th Chemical Company. The California National Guard is ending their 99 year lease with the City of Turlock and wishes to exercise their lease option of leaving the improvements to the City.

Rincon performed a reconnaissance of the subject property on September 22, 2016. The purpose of the reconnaissance was to observe existing subject property conditions and to obtain information indicating the presence of recognized environmental conditions in connection with the subject property. The property is occupied by offices, supply rooms, a gym, and storage of armored vehicles, training rooms, bathroom/showers, CBRNs (equipment to measure chemical, biological, radiological, or nuclear substances), a weapons vault, and a hazardous materials (hazmat) shed. Small quantities of various hazardous substances and petroleum products were observed during the site reconnaissance. In addition, minor staining on the floor of the former shooting range was noted. An indoor shooting range was also formerly present on the subject property (currently used for storage).

The subject property is located in an area that is primarily comprised of residential land uses and recreational land uses (Soderquist Ballfield - 1100 Flower Street).

Environmental Data Resources, Inc. (EDR) was contracted to provide a database search of public lists of sites that generate, store, treat or dispose of hazardous materials or sites for which a release or incident has occurred. The EDR search was conducted for the subject property and included data from surrounding sites within a specified radius of the property. The subject property was listed in the HAZNET database as Turlock Armory located at 1040 Flower Street. The HAZNET listing indicates that approximately 5 tons of contaminated soil from site cleanup at the subject property was disposed at an offsite Stanislaus facility in 1999. This listing also indicates 0.22-tons of polychlorinated biphenyls and material containing PCBs was recycled at Stanislaus facility in 2002. No additional information was available in the EDR Report, GeoTracker, or EnviroStor websites. On September 21, 2016, we attempted to contact the City of Turlock and Stanislaus County to obtain documents for additional information regarding the HAZNET listing.

Based on the groundwater flow direction to the southwest in the vicinity of the subject property and surrounding area, one cross-gradient property and one downgradient property were listed in databases searched by EDR:

- ***Loren N. Wright Property located at 1143 Flower Street***: This property is located approximately 190 feet to the northwest of the subject property and is hydrologically cross-gradient to the subject property. The historic underground storage tank (UST) database lists one 550-gallon unleaded fuel tank owned by Loren N. Wright and installed on the property in 1959. The leaking UST (LUST) database indicates a leak from the UST was reported in 1989 and lists the drinking water aquifer as the media affected. Stanislaus

County Department of Environmental Resources issued a *Closure Letter* on January 9, 1998 which confirms the completion of a site investigation and remedial action for the UST formerly located on the nearby property. The depth to groundwater at a nearby site (ARCO) has been encountered at about 80 feet below grade with flow direction to the southwest (away from the subject property). Based on the distance from the subject property, the reported groundwater flow direction (cross-gradient to the subject property), and County issued Closure Letter, the release associated with the nearby former UST on the Wright property is not expected to adversely impact soil or groundwater beneath the subject property.

- ***West Main ARCO/Joe Mini Mart located at 1030 West Main Street***: This property is located approximately 845 feet south and hydrologically downgradient of the subject property. The LUST database indicates that on December 17, 1998, three USTs and six fuel dispensers were removed from the ARCO site. The USTs included one 8,000-gallon leaded fuel tank, one 2,000-gallon unleaded fuel tank, and one 8,000-gallon diesel fuel tank. According to the GeoTracker website, "*Methyl tertiary-butyl ether (MTBE) was detected in soil samples collected from the UST excavation. A low concentration of total xylenes was detected in soil samples collected from the southern fuel dispenser island excavation. Elevated concentrations of benzene, toluene, ethylbenzene, and total xylenes (BTEX), MTBE, and total petroleum hydrocarbons quantified as gasoline (TPHg) were detected in the groundwater sample collected from the UST excavation*." The depth to groundwater at the ARCO has been encountered at about 80 feet below grade with flow direction to the southwest (away from the subject property). Stanislaus County Department of Environmental Resources issued a *Closure Letter* on June 8, 2011 which confirms the completion of a site investigation and remedial action for the USTs formerly located on the ARCO property. Based on the distance from the subject property, the reported groundwater flow direction (downgradient to the subject property), and County issued Closure Letter the release associated with the ARCO property is not expected to adversely impact soil or groundwater beneath the subject property.

Historical sources reviewed as part of the Phase I ESA include aerial photographs and topographic maps. The photos and maps reviewed indicate that the subject property was in agricultural use from 1937 through 1950, and has been developed with its current main building from 1963 through present day. The supply shed has been present on the subject property from 1998 through present day. City directories list the California State National Guard has been present on the site since at least 1971 through the present day. In addition, the US Army was also listed from 1992 through 1995 and the US Navy was listed in 2008.

Based on the findings of this Phase I ESA, it is our opinion that there are 4 Potential Recognized Environmental Conditions (RECs) in connection with the property as follows:

Potential Recognized Environmental Conditions

1. The former agricultural use of the subject property.
2. The former operation of a shooting range on the subject property.
3. HAZNET listing indicating the removal of contaminated soil from the subject property in 1999.
4. The use of the site for vehicle fleet parking and the potential for vehicle maintenance to have occurred on the subject property.

To evaluate the potential subject property impact associated with the former use of the subject property for agricultural purposes, Rincon recommends collecting soil samples and analyzing the samples for organochlorine pesticides (OCPs) and arsenic.

To evaluate the potential impact as a result of the onsite shooting range, Rincon recommends collecting soil samples from unpaved areas of the site, and analyzing the samples for lead. In addition, Rincon recommends collecting dust wipe samples in the interior of the shooting range structure and analyzing the samples for lead. Furthermore, during redevelopment of the subject property, Rincon recommends removing the building materials that have been impacted with bullets, and properly disposing of the materials in accordance with current County and/or State regulations.

To evaluate the potential impacts associated with the removal of contaminated soil from the subject property in 1999, Rincon recommends obtaining a copy of the waste manifest from the Department of Toxic Substances Control. In addition, any additional information/documents provided by the California National Guard should be reviewed. Based on the results of the additional research, sampling may or may not be warranted.

To evaluate the potential impact as a result of the use of the site for vehicle fleet parking and the potential for vehicle maintenance to have occurred on the subject property, Rincon recommends conducting a soil sampling assessment in the Vehicle Fleet Parking Area and other potential areas of concern.

Based on our review of historical sources, the existing main building on the subject property was built prior to 1963. Although not considered a recognized environmental condition (REC), pursuant to ASTM E 1527-13, structures constructed prior to 1978 may contain lead based paint (LBP) and structures constructed prior to 1981 may contain asbestos containing building materials (ACBM). Based on the age of the onsite structure and Rincon's observations during the site reconnaissance, there is the potential that LBP and ACBM were used during the construction of the onsite structure. To determine if LBP and ACBM are present in the onsite structure, LBP and ACBM surveys should be conducted.

INTRODUCTION

This report presents the findings of a Phase I ESA conducted for the California National Guard Armory Site located at 1040 Flower Street in Turlock, California (Figure 1, Vicinity Map). The Phase I ESA was performed by Rincon Consultants, Inc. (Rincon) for the City of Turlock in general conformance with ASTM E 1527-13, our contract dated September 14, 2016, and our proposal dated September 1, 2016. The following sections present our findings and provide our opinion as to the presence of recognized environmental conditions.

PURPOSE

The City of Turlock has requested this assessment and will use the assessment to provide information for the purpose of terminating the existing lease agreement for the subject property. The purpose of this Phase I ESA was to identify recognized environmental conditions on the property, taking into account commonly and reasonably ascertainable information and to qualify for Landowner Liability Protections under the Brownfields Amendments to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

A recognized environmental condition (REC) is defined pursuant to ASTM E 1527-13 as,

> *"the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment; 2) under conditions indicative of a release to the environment; 3) under conditions that pose a material threat of a future release to the environment".*

A Controlled REC is defined pursuant to ASTM E 1527-13 as,

> *"a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations, institutional controls, or engineering controls). A condition considered by the environmental professional to be a controlled recognized environmental condition shall be listed in the findings section of the Phase I Environmental Site Assessment report, and as a recognized environmental condition in the conclusions section of the Phase I Environmental Site Assessment report".*

A Historical REC is defined pursuant to ASTM E 1527-13 as,

> *"a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by regulatory authority, without subjecting the property to any required controls (for example, use restrictions, activity and use limitations, institutional controls, or engineering controls). Before calling the past release a historical recognized environmental condition, the environmental professional must determine whether the past release is a recognized environmental condition at the time the Phase I Environmental Site Assessment is conducted (for example, if there has been a change in the regulatory criteria). If the EP [Environmental Professional] considers the past release to be a recognized environmental condition at the time the Phase I ESA is conducted, the condition shall be included in the conclusions section of the report as a recognized environmental condition".*

A de minimis condition is defined pursuant to ASTM E 1527-13 as,

> "*a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be de minimis conditions are not recognized environmental conditions nor controlled recognized environmental conditions*".

SCOPE OF SERVICES

The scope of services conducted for this study is outlined below:

- Perform a reconnaissance of the site to identify obvious indicators of the existence of hazardous materials.
- Observe adjacent or nearby properties from public thoroughfares in an attempt to see if such properties are likely to use, store, generate, or dispose of hazardous materials.
- Obtain and review an environmental records database search from Environmental Data Resources, Inc. (EDR) to obtain information about the potential for hazardous materials to exist at the subject property or at properties located in the vicinity of the subject property.
- Review files for the subject property and immediately adjacent properties as identified in the EDR report, as applicable.
- Review the current U.S. Geological Survey (USGS) topographic map to obtain information about the subject property's topography and uses of the subject property and properties in the vicinity of the subject property.
- Review additional pertinent record sources (e.g., California Division of Oil and Gas records, online databases of hazardous substance release sites), as necessary, to identify the presence of RECs at the subject property.
- Review reasonably ascertainable historical resources (e.g., aerial photographs, topographic maps, fire insurance maps, city directories) to assess the historical land use of the subject property and adjacent properties.
- Provide a property owner interview questionnaire to the property owner or a designated subject property representative identified to Rincon by the client.
- Provide a user interview questionnaire to a representative of the client, the user of the Phase I ESA.
- Conduct interviews with other property representatives (e.g., key site manager, occupants), as applicable.
- Review client-provided information (e.g., previous environmental reports, title documentation), as applicable.

SIGNIFICANT ASSUMPTIONS, LIMITATIONS, DEVIATIONS, EXCEPTIONS, SPECIAL TERMS, AND CONDITIONS

This work is intended to adhere to good commercial, customary, and generally accepted environmental investigation practices for similar investigations conducted at this time and in this geographic area. No guarantee or warranties, expressed or implied are provided. The findings and opinions conveyed in this report are based on findings derived from a site

reconnaissance, review of an environmental database report, specified regulatory records and historical sources, and comments made by interviewees. This report is not intended as a comprehensive site characterization and should not be construed as such. Standard data sources relied upon during the completion of Phase I ESAs may vary with regard to accuracy and completeness. Although Rincon believes the data sources are reasonably reliable, Rincon cannot and does not guarantee the authenticity or reliability of the data sources it has used. Additionally, pursuant to our contract, the data sources reviewed included only those that are practically reviewable without the need for extraordinary research.

Rincon has not found evidence that hazardous materials or petroleum products exist at the subject property at levels likely to warrant mitigation. Rincon does not under any circumstances warrant or guarantee that not finding evidence of hazardous materials or petroleum products means that hazardous materials or petroleum products do not exist on the subject property. Additional research, including surface or subsurface sampling and analysis, can reduce the client's risks, but no techniques commonly employed can eliminate these risks altogether.

In addition, pursuant to ASTM E 1527-13 practice, our scope of services did not include any inquiries with respect to asbestos containing building materials, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to release of hazardous substances or petroleum products into the environment, industrial hygiene, lead-based paint, lead in drinking water, mold, radon, regulatory compliance, wetlands, or high voltage power lines.

USER RELIANCE

The City of Turlock has requested this assessment and will use the assessment to provide information for the purpose of terminating the existing lease agreement for the subject property. This Phase I ESA was prepared for use solely and exclusively by the City of Turlock and the State Military Department. No other use or disclosure is intended or authorized by Rincon. Also, this report is issued with the understanding that it is to be used only in its entirety. It is intended for use only by the client, and no other person or entity may rely upon the report without the express written consent of Rincon.

SITE DESCRIPTION

Location

The subject property is a 1.5-acre property located at the southeast corner of Alaska Street and Flower Street in Turlock, California (Figure 2, Site Map). The property is identified as Assessor Parcel Number (APN) 061-003-017.

Subject Property and Vicinity General Characteristics

The subject property is currently in use as the California National Guard Armory occupied by the 149th Chemical Company. The property is occupied by offices, supply rooms, a gym, and storage of armored vehicles, training rooms, bathroom/showers, CBRNs (equipment to

measure chemical, biological, radiological, or nuclear substances), a weapons vault, and a hazardous materials (hazmat) shed.

The subject property is located in an area that is primarily comprised of residential and recreational land uses. Properties in the vicinity of the subject property include single-family homes and Soderquist Ballfield. The current adjacent land uses are described in Table 1 and depicted on Figure 3, Adjacent Land Use Map.

Table 1 - Current Uses of Adjacent Properties

Area	Use
Northern Properties	Flower Street followed by residential
Eastern Properties	Residential
Southern Properties	Residential
Western Properties	Alaska Street followed by recreational (Soderquist Ballfield - 1100 Flower Street)

Descriptions of Structures, Roads, Other Improvements on the Site

The subject property is developed with two buildings, the main building (approximately 14,000 square feet) and a supply shed (approximately 3,000 square feet). Access to the subject property is available from a driveway on Flower Street.

The City of Turlock provides water and sewer service, as well as solid waste hauling. Electrical service is provided by Turlock Irrigation District (TID), and natural gas is provided by PG&E. Storm water runoff likely percolates into unpaved areas, or flows into a storm drain along Flower Street.

USER PROVIDED INFORMATION

As described in ASTM E 1527-13 Section 6, the City of Turlock was interviewed for actual knowledge pertaining to the subject property to help identify recognized environmental conditions in connection with the subject property. Allison Van Guilder, Director for the City of Turlock Parks, Recreation and Public Facilities, completed the User Questionnaire as provided by ASTM Appendix X3 prior to completion of the site reconnaissance. A copy of the completed questionnaire is included as Appendix A.

Based on our review of the completed questionnaire, Ms. Van Guilder is unaware of information regarding the following:

- recorded land title records (or judicial records, where appropriate) that identify any environmental liens filed or recorded against the subject property
- recorded land title records (or judicial records, where appropriate) that identify any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the subject property under federal, tribal, state or local law
- Title Report that identifies information pertaining to environmental cleanup liens or AULs for the subject property
- specialized knowledge or experience related to the subject property or nearby properties
- reduction in value for the subject property relative to any known environmental issues

- commonly known or reasonably ascertainable information about the subject property that would help the environmental professional to identify conditions indicative of releases or threatened releases
- obvious indicators that point to the presence or likely presence of releases at the subject property
- pending, threatened, or past litigation relevant to hazardous substances or petroleum products, in, on, or from the subject property
- pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the subject property
- notice from any government entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products

Ms. Van Guilder indicated that asbestos in building materials and lead from the indoor shooting range are considerations for the subject property. Ms. Van Guilder also stated the State Military Department is ending their 99 year lease with the City of Turlock and wishes to exercise their lease option of leaving the improvements to the City. The City of Turlock would like to assess any unknown liabilities.

RECORDS REVIEW

PHYSICAL SETTING SOURCES

Topography

The current USGS topographic map (Turlock Quadrangle, 2012) indicates that the subject property is situated at an elevation of about 95 feet above mean sea level with topography sloping down to the southwest. The adjacent topography is generally flat.

Geology and Hydrogeology

Site Geology

According to the California Geologic Survey (1967), the subject property is underlain by alluvium, lake, playa, and terrace deposits; unconsolidated and semi-consolidated. Mostly nonmarine, but includes marine deposits near the coast from the Pleistocene-Holocene era.

Regional Groundwater Occurrence and Quality

The site is located within the San Joaquin Valley groundwater basin.

During the preparation of this Phase I ESA, we reviewed the California State Water Resources Control Board's (SWRCB's) online GeoTracker database to determine groundwater flow direction in the vicinity for the site:

- Groundwater monitoring reports for a former ARCO station located at 1030 West Main Street (about 845 feet south of the subject property) indicate that the depth to groundwater is about 81 feet below grade, and flows to the southwest.

STANDARD ENVIRONMENTAL RECORD SOURCES

Environmental Data Resources, Inc. (EDR) was contracted to provide a database search of public lists of sites that generate, store, treat or dispose of hazardous materials or sites for which a release or incident has occurred. The EDR search was conducted for the subject property and included data from surrounding sites within specified radii of the property. A copy of the EDR report, which specifies the ASTM search distance for each public list, is included as Appendix B. As shown on the attached EDR report, federal, state and county lists were reviewed as part of the research effort. Please refer to Appendix B for a complete listing of sites reported by EDR and a description of the databases reviewed.

The Map Findings Summary, included in the EDR report, provides a summary of the databases searched, the number of reported facilities within the search radii, and whether the facility is located onsite or adjacent to the subject property. The following information is based on our review of the Map Findings Summary and the information contained in the EDR report.

Subject Property

The subject property was listed on the following databases:

- HAZNET database as Turlock Armory at 1040 Flower Street

Regulatory agency files reviewed for the subject property are discussed in the Additional Environmental Record Sources section of this report.

In addition, a review of the National Pipeline Mapping System (NMPS) online Public Map Viewer[1] indicates that no gas transmission pipelines or hazardous liquid pipelines are located on the subject property or adjacent properties.

Offsite Properties

Offsite properties listed by EDR fall under two general categories of databases: those reporting unauthorized releases of hazardous substances (e.g., LUST, National Priority List [a.k.a. Superfund sites], and corrective action facilities), and databases of businesses permitted to use hazardous materials or generate hazardous wastes, for which an unauthorized release has not been reported to a regulatory agency.

Rincon reviewed the EDR Radius Map and select detailed listings to evaluate their potential to impact the subject property, based on the following factors:

- Reported distance of the facility from the subject property

[1] https://www.npms.phmsa.dot.gov/PublicViewer/

- The nature of the database on which the facility is listed, and/or whether the facility was listed on a database reporting unauthorized releases of hazardous materials, petroleum products, or hazardous wastes
- Reported case type (e.g., soil only, failed UST test only)
- Reported substance released (e.g., chlorinated solvents, gasoline, metals)
- Reported regulatory agency status (e.g., case closed, "no further action")
- Location of the facility with respect to the reported groundwater flow direction (discussed in the Geology and Hydrogeology section of this report)

Facilities/properties that were interpreted by Rincon to be of potential environmental concern to the subject property, based on one or more of the factors listed above, are summarized in Table 2. In accordance with ASTM, contamination migration pathways in soil, groundwater, and soil vapor were considered in our analysis of offsite properties of potential environmental concern.

Table 2 - EDR Listing Summary of Select Sites Within One-Eighth Mile of the Subject Site

Site Name	EDR Site ID	Site Address	Distance from Subject Property (miles)	Database Reference
Subject Property				
Turlock Armory	1	1040 Flower Street	Subject Property	HAZNET
Nearby Release Sites				
Loren N. Wright Property	A3 - A5	1143 Flower Street	Less than 1/8 mile – West-Northwest	HIST UST, SWEEPS UST, CA FID UST, LUST, HIST CORTESE
West Main ARCO, Joe Mini Mart	B11 & B12	1030 W Main Street	Less than 1/8 mile – South	LUST, HIST CORTESE, SWEEPS UST, HIST UST, CA FID UST

Regulatory agency information reviewed for the listings in the table above are summarized in the Additional Environmental Record Sources section of this report.

Orphan Listings

EDR reported 2 orphan or unmapped site listings, which EDR is unable to plot due to insufficient address information. Based on Rincon's review of the limited address information or site descriptions for the orphan listings, none of the listings are expected to impact the subject property.

ADDITIONAL ENVIRONMENTAL RECORD SOURCES

Review of Agency Files

As a follow-up to the database search, Rincon reviewed regulatory information for facilities within the specified search radii that were interpreted to have the potential to impact the subject property, based on one or more factors previously discussed (e.g., distance, open case status, upgradient location, soil vapor migration).

The following is a summary of our review of regulatory information obtained from review of online sources (e.g., SWRCB GeoTracker database, DTSC EnviroStor database) and/or files requested from the applicable regulatory agency, as described below.

Subject Property
The subject property was listed in the HAZNET database as Turlock Armory located at 1040 Flower Street. The HAZNET listing indicates approximately 5 tons of contaminated soil from site cleanup was disposed at the Stanislaus facility in 1999. This listing also indicates 0.22-tons of polychlorinated biphenyls and material containing PCBs was recycled at Stanislaus facility in 2002. No additional information was available in the EDR Report, GeoTracker, or EnviroStor websites. On September 21, 2016, we contacted Stanislaus County to obtain documents for additional information regarding the HAZNET listing. On September 27, 2016, Dianne Parkinson, Supervising Accountant and Administration Clerk for Stanislaus County Department of Environmental Resources, indicated that the Armory facility was a hazardous waste generator on the subject property in the past and ceased hazardous waste generation in July 2006. In addition, Ms. Parkinson stated that she does not have records regarding a contaminated soil cleanup for the subject property. On October 5, 2016, Rincon submitted a request to the Department of Toxic Substances Control (DTSC) for the waste manifest regarding the 5 tons of contaminated soil. However, as of the date of this report, we have not received a response from DTSC.

Adjacent Properties
Adjacent properties were not listed in any of the databases searched by EDR.

Note that EDR plots the Baurgman/Westerndahl site (435 Clifford Street) as adjacent to the east of the subject property; however, based on our research the property is actually located approximately 525 feet to the northeast of the subject property. The Baurgman/Westerndahl site is listed in the SWEEPS UST database and CA FID UST database. The EDR report indicates one 1,000-gallon leaded fuel tank is located on the property and is listed as inactive. The Baurgman/ Westerndahl site is not listed in any databases that are indicative of a hazardous materials release on the site. Based on the anticipated depth to groundwater (about 80 feet below grade), the distance from the subject property (525 feet) and the fact that no documented releases have been identified for this site, the UST located on the Baurgman/Westerndahl site is not expected to adversely impact soil or groundwater beneath the subject property.

Nearby Release Sites
Based on the groundwater flow direction to the southwest in the vicinity of the subject property and surrounding area, one cross-gradient property and one downgradient property were listed in databases searched by EDR:

- ***Loren N. Wright Property located at 1143 Flower Street***: This property is located approximately 190 feet to the northwest of the subject property and is hydrologically cross-radient of the subject property. The historic underground storage tank (UST) database lists one 550-gallon unleaded fuel tank owned by Loren N. Wright and installed on the property in 1959. The leaking UST (LUST) database indicates a leak from the UST was reported in 1989 and lists the drinking water aquifer as the media affected. Stanislaus County Department of Environmental Resources issued a *Closure Letter* on January 9, 1998 which confirms the completion of a site investigation and remedial action for the UST formerly

located on the nearby property. The depth to groundwater at a nearby site (ARCO) has been encountered at about 80 feet below grade with flow direction to the southwest (away from the subject property). Based on the distance from the subject property, the reported groundwater flow direction (cross-gradient to the subject property), and County issued Closure Letter, the release associated with the nearby former UST on the Wright property is not expected to adversely impact soil or groundwater beneath the subject property.

- ***West Main ARCO/Joe Mini Mart located at 1030 West Main Street***: This property is located approximately 845 feet south and hydrologically downgradient of the subject property. The LUST database indicates that on December 17, 1998, three USTs and six fuel dispensers were removed from the ARCO site. The USTs included one 8,000-gallon leaded fuel tank, one 2,000-gallon unleaded fuel tank, and one 8,000-gallon diesel fuel tank. According to the GeoTracker website, "*Methyl tertiary-butyl ether (MTBE) was detected in soil samples collected from the UST excavation. A low concentration of total xylenes was detected in soil samples collected from the southern fuel dispenser island excavation. Elevated concentrations of benzene, toluene, ethylbenzene, and total xylenes (BTEX), MTBE, and total petroleum hydrocarbons quantified as gasoline (TPHg) were detected in the groundwater sample collected from the UST excavation*." The depth to groundwater at the ARCO has been encountered at about 80 feet below grade with flow direction to the southwest (away from the subject property). Stanislaus County Department of Environmental Resources issued a *Closure Letter* on June 8, 2011 which confirms the completion of a site investigation and remedial action for the USTs formerly located on the ARCO property. Based on the distance from the subject property, the reported groundwater flow direction (downgradient to the subject property), and County issued Closure Letter the release associated with the ARCO property is not expected to adversely impact soil or groundwater beneath the subject property.

KNOWN OR SUSPECT CONTAMINATED RELEASE SITES WITH POTENTIAL VAPOR MIGRATION

The EDR report was reviewed to identify nearby known or suspect contaminated sites that have the potential for contaminated vapor originating from the nearby site to be migrating beneath the subject property. Based on the ASTM E 2600-10, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*, the following minimum search distances were initially used to determine if contaminated soil vapors from a nearby known or suspect contaminated site have the potential to be migrating beneath the subject property:

- 1/10 mile (528 feet) for petroleum hydrocarbons
- 1/3 mile (1,760 feet) for other contaminants of concern (COCs)

If upgradient known or suspect contaminated sites are located within the above referenced distances from the subject property, online resources are reviewed to determine the extent of the contaminated plume at those sites. The following describes search distances for contaminated plumes of petroleum hydrocarbons and other COCs.

Petroleum Hydrocarbons

Based on our review of the EDR report information as indicated above, there are no adjacent or upgradient known or suspect petroleum hydrocarbon impacted soil or groundwater plumes located within 30 feet of the subject property.

Other COCs

Based on our review of the EDR report, there are no adjacent or upgradient known or suspect contaminated soil or groundwater plumes located within 100 feet of the subject property.

REVIEW OF STATE OF CALIFORNIA DIVISION OF OIL AND GAS RECORDS

A review of the Department of Conservation, Division of Oil, Gas & Geothermal Resources Online Mapping System indicates that no oil wells are located on the subject property or adjacent properties, or within ¼ mile of the subject property.

HISTORICAL USE INFORMATION ON THE PROPERTY AND THE ADJOINING PROPERTIES

The historical records review completed for this Phase I ESA includes aerial photographs, topographic maps, fire insurance maps, and city directories as detailed in the following sections. Copies of the historical resources reviewed are included in Appendix C.

Review of Historical Aerial Photographs

Aerial photographs from EDR's aerial photograph collection were obtained and reviewed.

Review of Historical Topographic Maps

Historical topographic maps from EDR's map collection were obtained and reviewed.

Review of City Directory Listings

EDR was contracted to provide copies of city directory listings for the subject property.

Review of Fire Insurance Maps

EDR was contracted to provide copies of fire insurance maps (i.e. Sanborns) for the subject property. However, the maps did not provide coverage of the subject property.

Review of City of Turlock Building Permit Records

On September 21, 2016, we contacted the City of Turlock to obtain copies of historic building permits for the subject property. On September 27, 2016, Kimberly Hammack with the City of Turlock-Building Division forwarded Rincon an Inspection Card from December 20, 1962. The

document indicates the building was completed on April 30, 1963. The Inspection Card is the only building record the City of Turlock has on file for the subject property.

Summary of Historical Uses

Subject Property
Based on our review of the documents listed above, it appears that the subject property was in agricultural use from 1937 through 1950, and has been developed with its current main building from 1963 through present day. The supply shed has been on the subject property from 1998 through present day. City directories list the California State National Guard as present on the site since at least 1971 through the present day. In addition, the US Army was also listed from 1992 through 1995 and the US Navy was listed in 2008.

Northern Adjacent Property
Based on our review of the documents listed above, it appears that the northern adjacent properties, following Flower Street, were in agricultural use from 1937 through 1942, developed with a few single-family residences in 1946 and additional residential development in 1950, and have been developed with single-family residences from 1967 through present day. City directories confirm the residential land use of the northern adjacent property (1031 – 1073 [odd] Flower Street).

Eastern Adjacent Property
Based on our review of the documents listed above, it appears that the eastern adjacent properties were developed with a residence on the northern portion and vacant land on the southern portion in 1937, was developed with a residence and in agricultural use in 1942 through 1950, appears redeveloped with residences in 1967, and has been in its current configuration with several single-family residences from 2005 through present day. City directories confirm the residential land use of the eastern adjacent property (285 – 341 [odd] Clifford Street and 1004 – 1024 [even] Flower Street).

Southern Adjacent Property
Based on our review of the documents listed above, it appears that the southern adjacent property was in agricultural use from 1937 through 1950, and has been developed with a single-family residence from 1961 through present day. City directories confirm the residential land use of the southern adjacent property (300 Alaska Street).

Western Adjacent Property
Based on our review of the documents listed above, it appears that the western adjacent property was in agricultural use from 1937 through 1950, and has been developed with a baseball field from 1967 through present day. City directories were not provided by EDR for the western adjacent property (1100 Flower Street).

Gaps in Historical Sources

Several gaps of greater than 5 years were identified in the historical records reviewed, from 1917 to 1937, 1950 to 1961, 1967 to 1976, 1976 to 1987, 1987 to 1998, and 1998 to 2005. These gaps are considered insignificant because the subject property use appears to be similar prior to and following the gaps.

INTERVIEWS

Rincon Consultants performed interviews regarding the subject property and surrounding areas. The purpose of the interview was to discuss current and historical subject property conditions and to obtain information indicating the presence of recognized environmental conditions in connection with the property.

INTERVIEW WITH OWNER/OCCUPANT

An interview questionnaire was provided to the property owner prior to the site reconnaissance. Shane B. Garber, Current Tenant and Operations Non-Commissioned Officer in Charge (NCOIC) for the California Army National Guard, completed the owner questionnaire on behalf of the owner, the City of Turlock. In addition, Rincon corresponded over email with Mr. Garber. A copy of the completed questionnaire and email correspondence is included in Appendix A. The following information is based on information obtained during our email correspondence and review of the completed questionnaire.

Mr. Garber indicated the following:

- The structure on the subject property was built about 54 years ago.
- The California Army National Guard obtained ownership of the subject property in 1962.

Mr. Garber also presented the following information regarding hazardous material and petroleum hydrocarbon storage and waste generation at the subject property.

- About 10 expended batteries are transported to a small generator location for disposal each month.
- Two fuel tanks for Army use are located on the subject property but have never been filled or utilized. According to Mr. Garber "*The fuel tanks are made to be mounted in the back of a truck in order to perform refueling operations in a field environment. Our tanks have been on our property book for four years. They have never been mounted to a truck, have never had fuel in them, or used in any manner*."

Mr. Garber indicated he is unaware of the presence of industrial drums, fill dirt, pits, ponds, lagoons, sumps, clarifiers, solvent degreasers, stained soil, hazardous materials or hazardous wastes on the site.

Mr. Garber indicated he is unaware of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property. In addition, he is not aware of any notice from any government entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.

INTERVIEW WITH SITE MANAGER/OCCUPANT

During the site reconnaissance, we interviewed Shane Garber, Sergeant with the California National Guard, and Allison Van Guilder with the City of Turlock. Information obtained during this interview is summarized below, as well as in the Site Reconnaissance section of this report.

The site contacts indicated the following:

- The structure on the subject property was built in about 1962.
- The California National Guard obtained ownership in 2010.
- From 2007-2010 the property was primarily vacant with the exception of a recruiting office.
- From 1962-2007 the property was occupied by a different military unit.

Reportedly, in April 2016 a fire damaged the exterior western wall of the main building. Damage was limited to the eve of the roof and a small portion of the wall.

INTERVIEWS WITH LOCAL GOVERNMENT OFFICIALS

On September 21, 2016, we contacted Stanislaus County to obtain documents for additional information regarding the HAZNET listing for the subject property. Diane Parkinson, Supervising Accountant and Administration Clerk for Stanislaus County Department of Environmental Resources, returned our call on September 27, 2016. Information obtained from Ms. Parkinson is discussed in the **Additional Environmental Record Sources** section of this report.

On September 21, 2016, we contacted the City of Turlock to obtain copies of historic building permits for the subject property. On September 27, 2016, Kimberly Hammack with the City of Turlock- Building Division forwarded Rincon an Inspection Card from December 20, 1962. Information obtained from Ms. Hammack is discussed in the **Additional Environmental Record Sources** section of this report.

INTERVIEWS WITH OTHERS

Rincon did not attempt to interview neighboring property owners or others as part of this Phase I ESA.

SITE RECONNAISSANCE

Rincon Consultants performed a reconnaissance of the subject property on September 22, 2016 accompanied by Shane Garber, Sergeant with the California National Guard, and Allison Van Guilder with the City of Turlock. The purpose of the reconnaissance was to observe existing subject property conditions and to obtain information indicating the presence of recognized environmental conditions in connection with the property.

METHODOLOGY AND LIMITING CONDITIONS

The site reconnaissance was conducted by:

1. Observing the subject property from public thoroughfares,
2. Observing the adjacent properties from public thoroughfares,
3. Observing the interior of the onsite structures,
4. Observing the exterior of the structures,
5. Backtracking to correlate exterior features with interior features, as necessary, and
6. Observing the subject property from driveways, paved roads, and walking paths.

We were unable to observe inside the CBRN room and the vaulted armory (weapons storage room).

CURRENT USE OF THE PROPERTY AND ADJACENT PROPERTIES

The subject property is currently in use as the California National Guard Armory occupied by the 149th Chemical Company. The property is occupied by offices, supply rooms, a gym, and storage of armored vehicles, training rooms, bathroom/showers, CBRNs (equipment to measure chemical, biological, radiological, or nuclear), a weapons vault, and a hazmat shed. Adjacent properties include residential land and a baseball field.

PAST USE OF THE PROPERTY AND ADJACENT PROPERTIES

A room within the main building was formerly operated as a shooting range; the room is now used for storage.

CURRENT OR PAST USES IN THE SURROUNDING AREAS

The subject property is primarily surrounded by residential land uses as detailed in the Site Description section of this report. Past uses of the surrounding area are not readily apparent based on the site reconnaissance.

GEOLOGIC, HYDROGEOLOGIC, HYDROLOGIC AND TOPOGRAPHIC CONDITIONS

Geologic, hydrogeologic, hydrologic, and topographic information are as previously stated in the Physical Settings Section of this report.

GENERAL DESCRIPTION OF STRUCTURES

Onsite structures are as described previously in the Site Description section of this report.

INTERIOR AND EXTERIOR OBSERVATIONS

Storage Tanks

During the site reconnaissance, no above- or below-ground storage tanks or evidence of underground storage tanks were observed on the subject property.

Drums

During the site reconnaissance, no drums were observed on the subject property. However, there are two 55-gallon containers containing spill kits on the property.

Hazardous Substances and Petroleum Products

Small quantities of various hazardous substances and petroleum products observed during the site reconnaissance are as follows:

- In the former shooting range area, specifically in the vicinity of the "deflection wall", signs in the area stated that "*warning: this building has been tested by the state of California and is known to contain high levels of lead*."
- The flammable cabinet and secondary containment within the hazmat shed contains small quantities (less than 5 gallons) of vehicle fuel, paint, and other maintenance cleaners and varnishes. Used batteries for large vehicles are stored here prior to disposal at the Central National Guard location.
- Four used batteries were noted in the "gym" area.

Rincon did not observe indications of releases from these containers.

Unidentified Substance Containers

No unidentified substance containers or unidentified containers that might contain hazardous substances were observed during the site reconnaissance.

Odors

During the site reconnaissance, Rincon did not identify any strong, pungent, or noxious odors.

Pools of Liquid

During the site reconnaissance, Rincon identified a small pool of water from an irrigation leak. No additional pools of liquid including standing surface water were observed. In addition, no sumps containing liquids likely to be hazardous substances or petroleum products were observed.

Indications of Polychlorinated Biphenyls (PCBs)

During the site reconnaissance, Rincon did not observe any indications of PCBs on the property. According to the EDR Report, the subject property was listed in the HAZNET database as Turlock Armory located at 1040 Flower Street. The HAZNET listing indicates approximately 0.22-tons of polychlorinated biphenyls and material containing PCBs was recycled at Stanislaus facility in 2002. No additional information was available in the EDR Report, GeoTracker, or EnviroStor websites.

Other Conditions of Concern

During the site reconnaissance Rincon did not note any of the following:

- corrosion
- stained soil
- clarifiers and sumps
- degreasers/parts washers
- pits, ponds, and lagoons
- stressed vegetation
- solid waste/debris
- waste water
- wells
- septic systems/effluent disposal system

Vehicle Fleet Parking Area – An estimated 45 vehicles are parked in this area. No fueling or maintenance currently occurs here, but there may have been some historical maintenance work done here.

Stained Pavement – minor staining on the floor of the former shooting range was noted.

CBRN Room – Signage on the front of the CBRN room indicates there is known radiation within the room. It is estimated that 50-70 pieces of equipment may have radiation. As mentioned above, we did not access this room.

EVALUATION

FINDINGS

Known or suspect environmental conditions associated with the subject property include the following:

- The former agricultural use of the subject property.
- The former operation of a shooting range on the subject property.
- HAZNET listing indicating the removal of contaminated soil from the subject property in 1999.
- Evidence of vehicle maintenance operations historically occurring on the subject property.
- Radiation located within the CBRN room onsite.

OPINIONS

A. ***The former agricultural use of the subject property:*** Based on our review of the historical documents researched as part of this Phase I ESA, the subject property was in agricultural use from 1937 through 1950. Based on the historic agricultural use, there is the potential that the subject property may be affected with pesticides, or other chemicals used routinely in agricultural production. Therefore, the historical agricultural land use is considered a *Potential Recognized Environmental Condition.*

B. ***The former operation of a shooting range on the subject property:*** Based on our review of historical documents researched as part of this Phase I ESA, a shooting range was formerly in use on the subject property. During the site reconnaissance, Rincon observed that the shooting range is no longer operational and is now used for storage. Based on the presence of the historic shooting range, there is a potential for lead from bullets to impact building materials inside the shooting range. In addition, in our experience, there is also the potential that lead dust could have been deposited in outdoor unpaved areas from ventilation systems on the subject property. Therefore, the former operation of a shooting range on the subject property is considered a *Potential Recognized Environmental Condition***.**

C. ***HAZNET listing indicating the removal of contaminated soil from the subject property in 1999:*** The subject property was listed in the HAZNET database as Turlock Armory located at 1040 Flower Street. The HAZNET listing indicates approximately 5 tons of contaminated soil from site cleanup was disposed at the Stanislaus facility in 1999. No additional information was available in the EDR Report, GeoTracker, or EnviroStor websites. On September 21, 2016, we contacted Stanislaus County to obtain documents for additional information regarding the HAZNET listing. On September 27, 2016, Dianne Parkinson, Supervising Accountant and Administration Clerk for Stanislaus County Department of Environmental Resources, indicated that the Armory facility was a hazardous waste generator on the subject property in the past and ceased hazardous waste generation in July 2006. In addition, Ms. Parkinson stated that she does not have records regarding a contaminated soil cleanup for the subject property. On October 5,

2016, Rincon submitted a request to the Department of Toxic Substances Control (DTSC) for a copy of the waste manifest for the 5 tons of contaminated soil. However, as of the date of this report, we have not received a response from the DTSC. Due to the limited information regarding the contaminated soil removal at this time, the HAZNET listing for removal of contaminated soil from the subject property is considered a *Potential Recognized Environmental Condition***.**

D. ***The use of the site for vehicle fleet parking and the potential for vehicle maintenance to have occurred on the subject property:*** During the site reconnaissance, Shane Garber, Sergeant with the California National Guard and site representative, indicated that currently vehicle maintenance does not occur on the site, but he was unaware if it occurred in the past. In our experience, the storage of a large fleet of vehicles may have included minor maintenance operations (such as auto repairs, oil changes) on site. Therefore, if minor maintenance operations were occurring in the past, there is the potential for spills or releases to have occurred. Therefore, the use of the site for vehicle fleet parking and the potential for vehicle maintenance to have occurred on the subject property is considered a *Potential Recognized Environmental Condition*

E. ***Radiation located within the CBRN room onsite:*** During the site reconnaissance, Rincon observed signage on the front of the CBRN room that indicated there is known radiation within the room. Shane Garber, Sergeant with the California National Guard, estimated that 50-70 pieces of equipment located within the room may have radiation, but the radiation is contained within the equipment and within the CBRN room. We were unable to observe inside the CBRN room. Due to the fact that the radiation is contained within the equipment, the radiation onsite is not a concern at this time. If radioactive material remains in the building following the California National Guard vacating the premises, additional assessment may be warranted.

CONCLUSIONS

Rincon has performed a Phase I ESA in general conformance with the scope and limitations of ASTM E 1527-13 for the California National Guard Armory Site located at 1040 Flower Street in Turlock, California. This assessment has revealed evidence of 4 *Potential Recognized Environmental Conditions* in connection with the property as follows:

Potential Recognized Environmental Conditions

1. The former agricultural use of the subject property.
2. The former operation of a shooting range on the subject property.
3. HAZNET listing indicating the removal of contaminated soil from the subject property in 1999.
4. The use of the site for vehicle fleet parking and the potential for vehicle maintenance to have occurred on the subject property.

RECOMMENDATIONS

To evaluate the potential subject property impact associated with the former use of the subject property for agricultural purposes, Rincon recommends collecting soil samples and analyzing the samples for organochlorine pesticides (OCPs) and arsenic.

To evaluate the potential impact as a result of the onsite shooting range, Rincon recommends collecting soil samples from unpaved areas of the site, and analyzing the samples for lead. In addition, Rincon recommends collecting dust wipe samples in the interior of the shooting range structure and analyzing the samples for lead. Furthermore, during redevelopment of the subject property, Rincon recommends removing the building materials that have been impacted with bullets, and properly disposing of the materials in accordance with current County and/or State regulations.

To evaluate the potential impacts associated with the removal of contaminated soil from the subject property in 1999, Rincon recommends obtaining a copy of the waste manifest from the Department of Toxic Substances Control. In addition, any additional information/documents provided by the California National Guard should be reviewed. Based on the results of the additional research, sampling may or may not be warranted.

To evaluate the potential impact as a result of the use of the site for vehicle fleet parking and the potential for vehicle maintenance to have occurred on the subject property, Rincon recommends conducting a soil sampling assessment in the Vehicle Fleet Parking Area and other potential areas of concern.

Based on our review of historical sources, the existing main building on the subject property was built prior to 1963. Although not considered a recognized environmental condition (REC), pursuant to ASTM E 1527-13, structures constructed prior to 1978 may contain lead based paint (LBP) and structures constructed prior to 1981 may contain asbestos containing building materials (ACBM). Based on the age of the onsite structure and Rincon's observations during the site reconnaissance, there is the potential that LBP and ACBM were used during the construction of the onsite structure. To determine if LBP and ACBM are present in the onsite structure, LBP and ACBM surveys should be conducted.

DEVIATIONS

Deviations from ASTM E 1527-13 Practice were not encountered during the completion of this Phase I ESA.

REFERENCES

The following published reference materials were used in preparation of this Phase I ESA:

Aerial Photographs: Photos provided by EDR.

City Directory Listings: Listings provided by EDR.

Environmental Database: Environmental Data Resources (EDR) report dated September 20, 2016.

Fire Insurance Maps: Maps provided by EDR.

Geology: California Geologic Survey (CGS), *Geologic Atlas of California Map No. 009,* Rudolph G. Strand, 1967; Regional Water Quality Control Board (RWQCB) online database (GeoTracker).

Groundwater: California DWR, *California's Groundwater Bulletin 118*, 2003; RWQCB online database (GeoTracker).

Historical Topographic Maps: Maps provided by EDR.

Oil and Gas Records: State of California, Division of Oil, Gas and Geothermal Resources website: http://www.consrv.ca.gov/DOG/index.htm.

Pipelines: National Pipeline Mapping System (NMPS) Public Map Viewer, https://www.npms.phmsa.dot.gov/PublicViewer/.

Topography: USGS topographic map (Turlock Quadrangle, 2012).

SIGNATURES OF ENVIRONMENTAL PROFESSIONALS

The qualified environmental professionals that are responsible for preparing the report include Sarah A. Larese and Walt Hamann. Their qualifications are summarized in the following section.

"We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in 312.10 of 40 CFR 312. We have the specific qualifications based on education, training and experience to assess a property of the nature, history, and setting of the subject property. We have developed and performed appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Signature	November 15, 2016 Date
Walt Hamann, PG, CEG, CHG Name	Vice President Title
Signature	November 15, 2016 Date
Sarah A. Larese Name	Senior Environmental Scientist Title

QUALIFICATIONS OF ENVIRONMENTAL CONSULTANTS

The environmental consultants responsible for conducting this Phase I ESA and preparing the report include Sarah A. Larese and Walt Hamann. Their qualifications are summarized below.

Environmental Professional Qualifications	X2.1.1 (2) (i) - Professional Engineer or Professional Geologist License or Registration, and 3 years of full-time relevant experience	X2.1.1 (2) (ii) - Licensed or certified by the Federal Government, State, Tribe, or U.S. Territory to perform environmental inquiries	X2.1.1 (2) (iii) – Baccalaureate or Higher Degree from and accredited institution of higher education in a discipline of engineering or science and the equivalent of 5 years of full-time relevant experience	X2.1.1 (2) (iii) – Equivalent of 10 years of full-time relevant experience
Walt Hamann	PG, CHG, CEG		MS Geology	30 years
Sarah A. Larese			BA Environmental Studies	16 years
Ariel Namm			MS Soil Science	1.5 years
Daniela Hamann-Nazaroff			MS Environmental Engineering	3 years

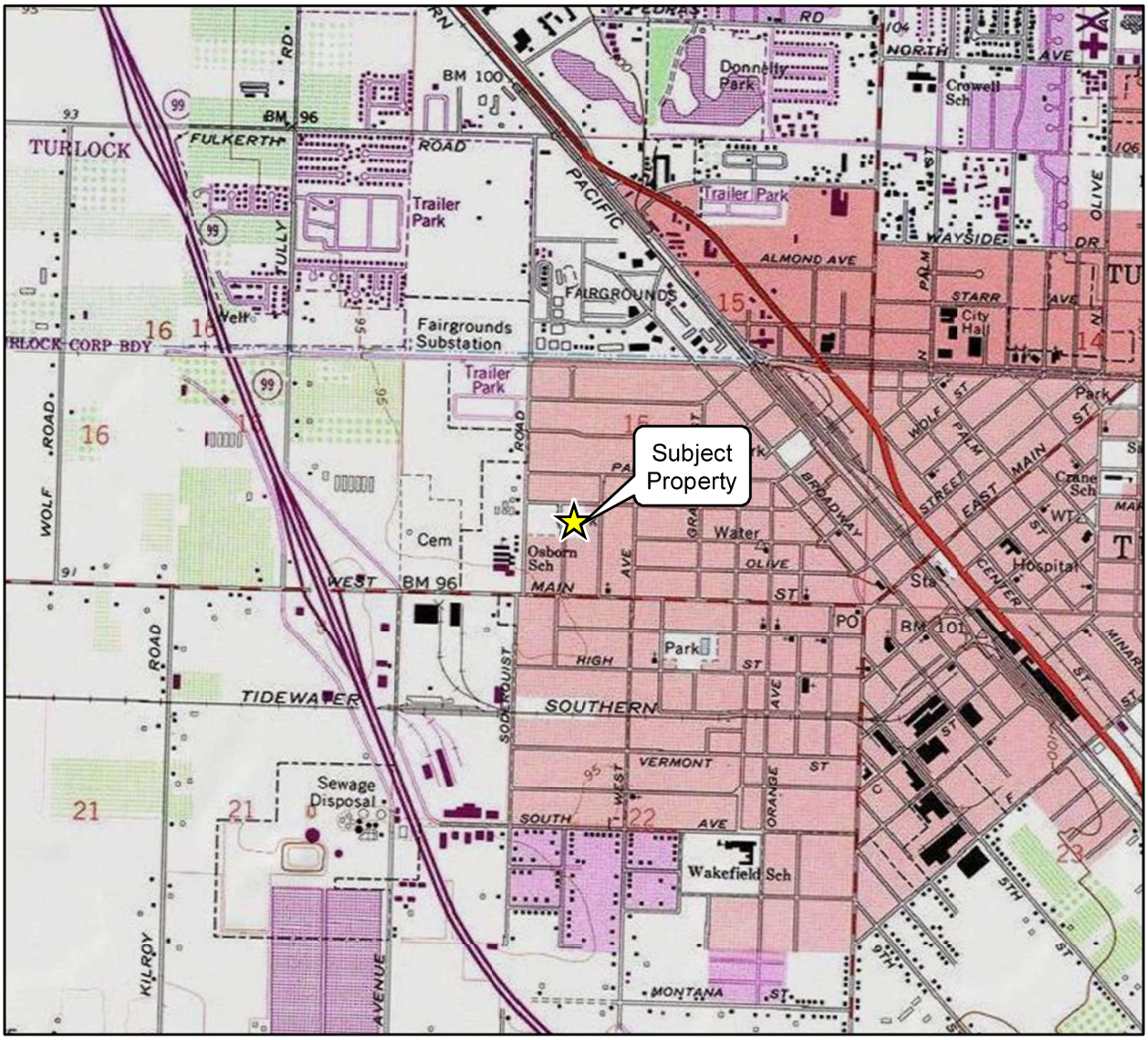
Walt Hamann, PG, CEG, CHG, is a Principal and Senior Geologist with Rincon Consultants. He holds a Bachelor of Arts degree in geology from the University of California, Santa Barbara and a Master of Science degree in geology from the University of California, Los Angeles. He has over 30 years of experience conducting assessment and remediation projects and has prepared or overseen the preparation of hundreds of Phase I and Phase II Environmental Site Assessments throughout California. Mr. Hamann is a Professional Geologist (#4742), Certified Engineering Geologist (#1635), and Certified Hydrogeologist (#208) with the State of California.

Sarah A. Larese is a Senior Environmental Scientist with Rincon Consultants. She holds a Bachelor of Science degree in environmental studies from the University of California, Santa Barbara, California. Ms. Larese has experience in development, implementation and project management of environmental assessment and remediation projects, especially relating to underground storage tanks. Ms. Larese's responsibilities at Rincon include implementation of Phase I and II Environmental Site Assessments as well as conducting site remediation field activities and preparation of environmental reports. She has 16 years of experience conducting research, assessment and remediation projects.

Ariel Namm is an Environmental Scientist with Rincon Consultants. She holds a Bachelor of Science degree in Environmental Management and Protection with a minor in Geographic Information Systems and a Master of Science degree in Agriculture with a specialization in Soil Science from California Polytechnic State University, San Luis Obispo. Ms. Namm's responsibility at Rincon includes the preparation of Phase I Environmental Site Assessment reports as well as the preparation of various environmental permits.

Daniela Hamann-Nazaroff is an Environmental Engineer with Rincon Consultants. She holds a Master of Science in Environmental Engineering from Stanford University and Bachelor of Science degree in Environmental Science from the University of California, Los Angeles. Ms.

Hamann-Nazaroff has over 3 years of experience working on Phase I Environmental Site Assessments for a variety of properties including commercial land, former semi-conductor manufacturing, former army and air force bases, and agricultural land. In addition, Ms. Hamann-Nazaroff has been involved in indoor air quality and vapor intrusion assessments, fate and transport modeling, greenhouse gas emissions inventory, and construction oversight. Ms. Hamann-Nazaroff's responsibilities at Rincon include implementation of Phase I and Phase II Environmental Site Assessment Reports.



Imagery provided by National Geographic Society, ESRI and its licensors © 2016. The topographic representation depicted in this map may not portray all of the features currently found in the vicinity today and/or features depicted in this map may have changed since the original topographic map was assembled.

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Scale in Feet

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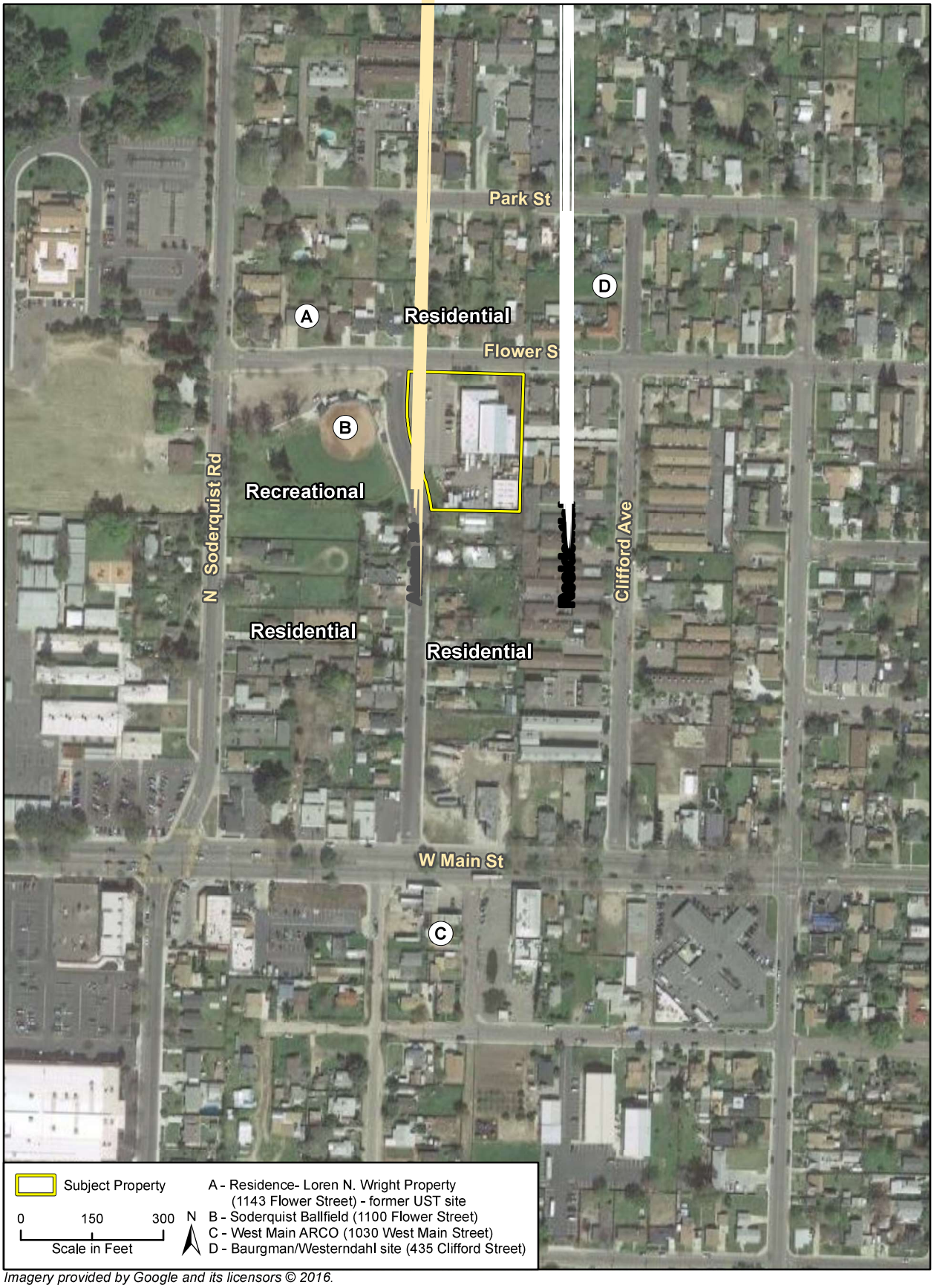
Vicinity Map

Figure 1

Imagery provided by Google and its licensors © 2016.

Site Map

Figure 2



Imagery provided by Google and its licensors © 2016.

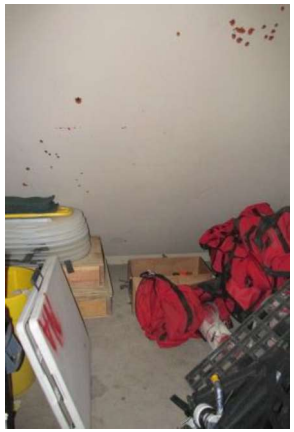
Adjacent Land Use Map

Figure 3

Photograph 1. View of the exterior of the subject property, from Flower Street, facing south.

Photograph 2. View of one of the onsite structures, facing southeast.

Photograph 3. View of unpaved area on the northeastern portion of the subject property, facing south-southeast.



Photograph 4. View of the deflection wall in the former firing range area.

Photograph 5. View of the stained flooring in the former firing range area.

Photograph 6. View of the interior of the former firing range area.

Site Photographs

Figure 4

Photograph 7. View of the indoor gym.

Photograph 8. View of the exterior of the Hazmat storage shed with spill kit.

Photograph 9. View of the vehicle storage parking area, facing east.

Photograph 10. View of the northeastern adjacent residential property, facing east.

Photograph 11. View of the southern adjacent residential property, facing east.

Photograph 12. View of the western adjacent baseball field, facing west.

Site Photographs

Figure 5

Appendix A

Interview Documentation

Property Owner Interview Questionnaire

US Army National Guard Site - Flower Street and Alaska Street, Turlock, California

This questionnaire should be completed by the current property owner or a designated representative of the current property owner. We respectfully request that you fill out and return this form (via fax **805-644-4240** or email **Name** at SLarese@rinconconsultants.com to us within one week from the date of this transmittal.

1)	**Was the subject property or any adjoining property ever used as:** ☐ a gasoline or other fueling station ☐ a motor vehicle repair facility ☐ a commercial printing facility ☐ a dry cleaners ☐ a photo developing laboratory ☐ a metal plating facility ☐ a farm ☐ a junkyard or landfill ☐ a waste treatment, storage, disposal, processing or recycling facility ☐ a machine shop ☐ a manufacturing facility ☐ an oil production facility (including oil wells) ☐ any other industrial use (please check all that apply and describe) None Apply

2)	**Please describe the current land uses of the subject property and those surrounding your property. Please indicate all businesses/companies located on property.**	
2a	**Current use of Subject Property** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☐ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☒ Other-Please Describe	(please include a brief description of current operation) Military (Vehicle Storage, Equipment Storage, Administration Offices, Supply House)
2b	**Current use of Northern Adjoining Properties** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☒ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☐ Other-Please Describe	(please include a brief description of current operation)
2c	**Current use of Southern Adjoining Properties** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☒ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☐ Other-Please Describe	(please include a brief description of current operation)
2d	**Current use of Western Adjoining Properties** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☐ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☒ Other-Please Describe	(please include a brief description of current operation) General Use: (Children's Baseball Park, Recreational Park)
2e	**Current use of Eastern Adjoining Properties** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☒ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☐ Other-Please Describe	(please include a brief description of current operation)

3)	**Please describe the previous land uses of your property and those surrounding your property. Include property ownership and dates of operation if known.**	
3a	**Previous use of Subject Property** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☐ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☒ Other-Please Describe	(please include a brief description of previous operations, former property owners, and dates of operation) MILITARY: (VEHICLE STORAGE, EQUIPMENT STORAGE, ADMINISTRATION OFFICES, SUPPLY HOUSE, SHOOTING RANGE)
3b	**Previous use of Northern Adjoining Properties** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☒ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☐ Other-Please Describe	(please include a brief description of previous operations)
3c	**Previous use of Southern Adjoining Properties** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☒ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☐ Other-Please Describe	(please include a brief description of previous operations)
3d	**Previous use of Western Adjoining Properties** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☐ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☒ Other-Please Describe	(please include a brief description of previous operations) GENERAL USE: (CHILDREN'S BASEBALL PARK, RECREATIONAL PARK)
3e	**Previous use of Eastern Adjoining Properties** (please check all that apply) ☐ Commercial (retail, offices, etc.) ☒ Residential (single family or apartments) ☐ Industrial (manufacturing, warehousing, processing) ☐ Other-Please Describe	(please include a brief description of previous operations)

4)	**Who is the current owner of the property?**	CALIFORNIA ARMY NATIONAL GUARD

5)	**When did current ownership begin?**	1962

6)	**What is the age of the on-site facility?**	54 YEARS

7)	**Who is the previous owner of the property?**	N/A

8)	Please indicate the property's current
	electrical service provider - PG:E
	water service provider - UNKNOWN TO ME
	natural gas service provider - TURLOCK IRRIGATION DISTRICT
	sewer service provider - UNKNOWN TO ME
	solid waste hauler - TURLOCK SCAVENGER

9)	To the best of your knowledge, has your facility previously or does your facility currently store or use any of the following in individual containers larger than 5 gallons in volume or 50 gallons in the aggregate? (if yes or unknown, include how many, type, and size)	
	☐ *Damaged or discarded automotive or industrial batteries*	N/A
	☐ *Pesticides*	N/A
	☐ *Paints*	N/A
	☐ *Oils or solvents*	N/A
	☐ *Motor vehicle fuel*	N/A
	☐ *Pesticides or Herbicides*	N/A
	☐ *Other Chemicals or hazardous substances*	N/A

10)	Please indicate any wastes generated at the facility.		
	Hazardous waste:	Quantity:	Disposal Method:
	EXPENDED BATTERIES	10 PER MONTH	TRANSPORT TO SMALL GENERATOR LOCATION

11)	Are there currently or to the best of your knowledge have there been previously, any industrial drums (typically 55 gallon) or sacks of chemicals located on the property or at the facility?	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

12)	Are there currently or to the best of your knowledge have there been previously, any evidence of fill dirt having been brought onto the property that originated from a contaminated site or that is of an unknown origin?	
	☐ Yes ☐ No ☒ Unknown	if Yes or Unknown, please describe Was Not Present When Original Pad Was Constructed Or Landscaping Completed.

13)	Are there currently or to the best of your knowledge have there been previously, any pits, ponds or lagoons located on the property in connection with waste treatment or waste disposal?	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

14)	Are there currently or to the best of your knowledge have there been previously, any sumps, clarifiers, or solvent degreasers on the property?	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

15)	Are there currently or to the best of your knowledge have there been previously, any stained soil on the property?	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

16)	Are there currently or to the best of your knowledge have there been previously, any storage tanks (above or below ground) located on the property?	
	☒ Yes ☐ No ☐ Unknown	if Yes or Unknown, please describe Fuel Tanks For Army Use But Never Filled Or Utilized.

17)	Are there currently or to the best of your knowledge have there been previously, any vent pipes, fill pipes, or access ways (etc.) indicating a fill pipe protruding from the ground on the property or adjacent to any structure located on the property?	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

18)	**If the property is served by a private well or non-public water system, have contaminants been identified in the well or system that exceed guidelines applicable to the water system or has the well been designated as contaminated by any government agency?**	
	☐ Yes ☐ No ☒ Unknown	if Yes or Unknown, please describe I Do Not Know Who The Water System Is Serviced By And Therefore Do Not Have This Knowledge

19)	**Are there currently or to the best of your knowledge have there been previously, any flooring, drains, or walls located within the facility that are stained by substances other than water, or are emitting foul odors?**	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

20)	**To the best of your knowledge has your facility previously or does your facility currently, discharge wastewater on or adjacent to the property other than storm water into a sanitary sewer system?**	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

21)	**Have any of the following ever been dumped above grade, buried and/or burned on the property?** (please check all that apply and describe if possible)	
	☐ hazardous substances	N/A
	☐ petroleum products	N/A
	☐ unidentified waste materials	N/A
	☐ tires	N/A
	☐ automotive or industrial batteries	N/A
	☐ other waste materials (please describe)	N/A

22)	**Are there currently or to the best of your knowledge have there been previously, a transformer, capacitor or any hydraulic equipment on the property?**	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

23)	**Are there currently or to the best of your knowledge have there been previously any records indicating the presence of PCBs?**	
	☐ Yes ☐ No ☒ Unknown	if Yes or Unknown, please describe Was Not Around Armory Until Feb 2010. No Records Exist In The Facility To Determine This, But Normal Military Operations Would Not Require Use of PCBs.

24)	**Are there currently or to the best of your knowledge have there been previously any records indicating the presence of pesticides or herbicides?**	
	☐ Yes ☐ No ☒ Unknown	if Yes or Unknown, please describe I Do Not Have Knowledge of Any Pesticides or Herbicides Present At This Facility Prior To Feb 2010. Since Then, Only Contracted Exterminators Have Been On-Site.

25)	**Do you have any knowledge of environmental liens that may have been recorded against the property or governmental notification relating to past or recurrent violations of environmental laws with respect to the property or any facility located on the property?**	
	☐ Yes ☐ No ☒ Unknown	if Yes or Unknown, please describe I Do Not Have Knowledge of Any Environmental Liens.

26)	**Do you have any knowledge of activity and use limitations (AULs) such as engineering controls, deed restrictions, land use restrictions, or institutional controls that may have been recorded against the property?**	
	☐ Yes ☐ No ☒ Unknown	if Yes or Unknown, please describe I Do Not Have Knowledge of Any Activity or Use Limitations.

27)	**Have you been informed of the past or current existence of hazardous substances, petroleum products, or environmental violations with respect to the property or any facility located on the property?**	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

28)	**Do you have any knowledge of any environmental site assessments of the property or facility?**	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

29)	Do you know of any past, threatened, or pending lawsuits or administrative proceedings concerning a release of any hazardous substances or petroleum products involving the property by any owner or occupant of the property?	
	☐ Yes ☒ No ☐ Unknown	if Yes or Unknown, please describe

30)	Are there any site-specific geotechnical or geologic reports available for the subject property?	
	☐ Yes ☐ No ☒ Unknown	if Yes or Unknown, please describe VARIOUS PLAN SETS FROM 1962 EXIST ON-SITE BUT DO NOT DETAIL GEOTECHNICAL OR GEOLOGIC INFORMATION.

31)	Is there a Title Report available for the subject property?	
	☐ Yes ☐ No ☒ Unknown	if Yes or Unknown, please describe THIS INFORMATION WOULD RESIDE WITH THE CALIFORNIA ARMY NATIONAL GUARD FACILITIES AND INFRASTRUCTURE DEPT.

This questionnaire was completed by (please print)	
Name	SFC SHANE B GARBER
Title	CURRENT TENANT OPERATIONS NCOIC
Firm	CALIFORNIA ARMY NATIONAL GUARD
Street Address	1040 FLOWER STREET
City, State, Zip Code	TURLOCK, CA 95380-4642
Phone Number	209-634-4352
Fax Number	SHANE.B.GARBER.MIL@MAIL.MIL
What is the Preparer's relationship to the property (i.e., owner, occupant, property manager, employee, agent, consultant, etc.) ?	EMPLOYEE / TENANT

Copies of the completed questionnaire should be faxed, emailed (preferably) or mailed to:

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Sarah Larese
Fax: (805) 644-4240
Email: SLarese@rinconconsultants.com

Preparer represents that to the best of the preparer's knowledge the above statements and facts are true and correct and to the best of the preparer's knowledge no material facts have been suppressed or misstated.

Signature _____ Date 20161014

Ariel Namm

From: Garber, Shane B SFC USARMY NG CAARNG (US) <shane.b.garber.mil@mail.mil>
Sent: Monday, October 17, 2016 2:22 PM
To: Ariel Namm
Cc: Sarah Larese; Espinoza, Jacob H LTC USARMY NG CAARNG (US); Keels, Bryan M LTC USARMY NG CAANG (US); Hernandez, Andrew John 1LT USARMY NG CAARNG (US); White, Thomas L NFG NG CAARNG (US); Pogue, Melissa A NFG NG CAARNG (US); Ash, Teresa Marie (Terry) NFG NG CAARNG (US)
Subject: RE: 149 CBRN CO; FACILITIES; Turlock Armory; Phase I Enviroenmental Assessment; RFI 1-3; 20161017

Mr. / Ms. Namm,

Good afternoon.

Some background on the tanks that your three requests listed below center around.

The fuel tanks are made to be mounted in the back of a truck in order to perform refueling operations in a field environment. Our tanks have been on our property book for four years. They have never been mounted to a truck, have never had fuel in them, or used in any manner.

The above being true, below are the answers to your specific questions.

1. Are the tanks located above or below ground?
Answer: The tanks are located above ground

2. Approximately how many tanks are located onsite?
Answer: Two tanks with accessories

3. When were the tanks installed?
Answer: Never installed.

Please call me if you have any other questions.

SFC Shane B Garber
Operations / Readiness NCO
149 CHEM CO / CA CERFP DECON
1040 Flower Street, Turlock, CA 95380
CAGNET: 3702004
Office: 209.634.4352
Cell: 916.226.0999
Email: shane.b.garber.mil@mail.mil

-----Original Message-----

To qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the "Brownfields Amendments"), the user must provide the following information to the environmental professional. Failure to conduct these inquiries could result in a determination that "all appropriate inquiries" is not complete.

We respectfully request that you fill out this form and e-mail it to Sarah Larese at slarese@RinconConsultants.com within one week from the date of this transmittal.

1. Why is the Phase I ESA required or being performed?	The State Military Department is ending their 99 year lease with the City of Turlock and wishes to exercise their lease option of leaving the improvements to the City. Prior to acceptance the City would like to assess any unknown liabilities.
2. What type of property transaction is planned? (i.e. sale, purchase, exchange, etc.)	Termination of existing lease agreement, reverting back to the City.
3. What is the entire site address?	1040 Flower St. Turlock, CA 95380
4. What is the Assessor's Parcel Number (s)?	061-003-017
5. Are any considerations beyond the requirements of Practice E1527 to be considered? (i.e. lien search, asbestos & lead based paint, radon, etc.)	Asbestos, lead (indoor shooting range)
6. Identify all parties who will rely on the Phase I report.	City of Turlock, State Military Department
7. Identify the Site Manager/Contact and how the contact can be reached.	Allison Van Guilder 209-668-5594 x 4601
8. Identify the Site Owner and how the owner can be reached.	Allison Van Guilder 209-668-5594 x 4601

9. Do you have copies of any available prior environmental site assessment reports, documents, correspondence, etc., concerning the any other knowledge or experience with the property that may be pertinent to the environmental professional (i.e. title report, previous Ph I and II ESAs, Environmental Impact Studies, etc.).	No

1. **Did a search of *recorded land title records* (or judicial records, where appropriate) identify any environmental liens filed or recorded against the *property?***

   Please checkmark the most appropriate response:

   ☒ I *have not* reviewed the records and ***do not know*** if there are any filed or recorded environmental liens.

   ☐ I *have* reviewed the records, and ***No, there aren't any*** filed or recorded environmental liens.

   ☐ I *have* reviewed the records, and ***Yes, there are*** environmental liens. Explain:

2. **Did a search of recorded land title records (or judicial records, where appropriate) identify any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?**

   Please checkmark the most appropriate response:

   ☒ I *have not* reviewed the records and ***do not know*** if there are any filed/recorded AULs or any AULs in place at the site.

   ☐ I *have* reviewed the records, and ***No, there aren't any*** filed/recorded AULs or any AULs in place at the site.

   ☐ I *have* reviewed the records, and ***Yes, there are*** AULs filed, recorded, and/or in place at the site. Explain:

3. **Does the Title Report provide any information pertaining to environmental cleanup liens or activity and use limitations (AULs) for the subject property?**

   Please checkmark the most appropriate response:

   ☒ I *have not* reviewed the Title Report and ***do not know*** if it provides environmental cleanup liens or AULs information.

   ☐ I *have* reviewed the Title Report, and ***No, it does not*** provide environmental cleanup liens or AULs information.

   ☐ I *have* reviewed the Title Report, and ***Yes, it does provide*** environmental cleanup liens or AULs information. Explain:

4. **Do you have any specialized knowledge or experience related to the *property* or nearby properties? For example, are you involved in the same line of business as the current or former *occupants* of the *property* or an *adjoining property* so that you would have specialized knowledge of the chemicals and processes used by this type of business?**

   Please checkmark the most appropriate response:

   ☒ *No,* I *do not* have any specialized knowledge and/or experience related to the property or nearby properties.

   ☐ *Yes,* I *do* have specialized knowledge and/or experience related to the property or nearby properties. Explain:

5. **As the user of this ESA, based on your knowledge and experience related to the property, are you aware of any information pertaining to a reduction in value for the subject property relative to any known environmental issues?**

   Please checkmark the most appropriate response:

   ☒ *No,* I *do not* have any information about a reduction in property value relative to environmental issues.

   ☐ *Yes,* I *do* have information about a reduction in property value relative to environmental issues. Explain:

6. **Does the purchase price being paid for this property reasonably reflect the fair market value of the property?**

   Please checkmark the most appropriate response: **Not Applicable (Lease Reversion)**

   ☐ *Yes,* I *do* believe the purchase price being paid for this property reasonably reflects the fair market value of the property. Skip to question #7.

   ☐ *No,* I *do not* believe the purchase price being paid for this property reasonably reflects the fair market value of the property. Proceed to question #6a.

   a. **If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property? (40 CFR 312.29)**

      Please checkmark the most appropriate response:

      ☐ *No,* I *have not* considered the idea that known or believed contamination at the site has caused the lower purchase price.

      ☐ *Yes,* I *have* considered the idea that known or believed contamination at the site has caused the lower purchase price. Explain.

7. **Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example,**

   a. **Do you know the past uses of the property?**

      ☒ I *do not* know.

      ☐ I *do* know. Explain:

   b. Do you know of specific chemicals are present or once were present at the property?

      ☒ I *do not* know.

      ☐ I *do* know. Explain:

   c. Do you know of any spills or other chemical releases that have taken place at the property?

      ☒ I *do not* know.

      ☐ I *do* know. Explain:

d. Do you know of any environmental cleanups have taken place at the property?

☐ I *do not* know.

☒ I *do* know. Explain: Asbestos floor tiles have been removed from the facility.

8. **Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?**

Please checkmark the most appropriate response:

☒ No, I do not know and/or do not have any experience with any obvious indicators that point to the presence or likely presence of contamination at the property.

☐ Yes, I do know of and/*or do have experience with* obvious indicators that point to the presence or likely presence of contamination at the property. Explain:

9. **Are you aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products, in, on, or from the site?**

☒ *No, I am not aware of any pending, threatened, or past litigation relevant to hazardous substances or petroleum products, in, on, or from the site.*

☐ *Yes, I am aware of pending, threatened, or past litigation relevant to hazardous substances or petroleum products, in, on, or from the site.* Explain:

10. **Are you aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the site?**

☒ *No, I am not aware of any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the site.*

☐ *Yes, I am aware of pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the site.* Explain:

11. **Are you aware of any notice from any government entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?**

☒ *No, I am not aware of any notice from any government entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.*

☐ *Yes, I am aware of a notice, or notices, from a government entity (or multiple government entities) regarding a possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.* Explain:

This questionnaire was completed by (please print):

Name	Allison Van Guilder
Title	Director
Firm	City of Turlock, Parks, Recreation and Public Facilities
Street Address	144 S. Broadway
City, State, Zip Code	Turlock, CA 95380
Phone Number	209-668-5594 x 4601
Fax Number	209-668-5619
What is the preparer's relationship to the property (i.e., seller, buyer, occupant, property manager, employee, agent, consultant, etc.)?	City of Turlock – Lessor Employee

The preparer represents that to the best of the preparer's knowledge the above statements and facts are true and correct, and to the best of the preparer's knowledge, no material facts have been suppressed or misstated.

Signature Allison Van Guilder Date 09/20/16

Please email this form to Sarah Larese at SLarese@RinconConsultants.com. *This form may also be mailed to the following address:*

Rincon Consultants, Inc.,
Attention: Sarah Larese
180 N. Ashwood Avenue,
Ventura, California 93003
FAX:-644-4240

Appendix B

Regulatory Records Documentation

US Army National Guard Armory Site
Alaska Street / Flower Street
Turlock, CA 95380

Inquiry Number: 04730706.2r
September 20, 2016

The EDR Radius Map™ Report with GeoCheck®

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

ALASKA STREET / FLOWER STREET
TURLOCK, CA 95380

COORDINATES

Latitude (North):	37.4952180 - 37˚ 29' 42.78''
Longitude (West):	120.8604470 - 120˚ 51' 37.60''
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	689143.5
UTM Y (Meters):	4151756.5
Elevation:	99 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	5640222 TURLOCK, CA
Version Date:	2012
Northeast Map:	5639976 DENAIR, CA
Version Date:	2012
Southwest Map:	5639986 HATCH, CA
Version Date:	2012
Northwest Map:	5640206 CERES, CA
Version Date:	2012

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	20140628, 20140625
Source:	USDA

MAPPED SITES SUMMARY

Target Property Address:
ALASKA STREET / FLOWER STREET
TURLOCK, CA 95380

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
1	TURLOCK ARMORY	1040 FLOWER ST	HAZNET		TP
2	BAURGMAN/WESTERDAHL	435 CLIFFORD	SWEEPS UST, CA FID UST	Higher	175, 0.033, ENE
A3	LOREN N WRIGHT	1143 FLOWER ST	HIST UST	Higher	239, 0.045, WNW
A4	LOREN N. WRIGHT	1143 FLOWER ST	SWEEPS UST, CA FID UST	Higher	239, 0.045, WNW
A5	LOREN WRIGHT PROPERT	1143 FLOWER	LUST, HIST CORTESE	Higher	239, 0.045, WNW
6	HYLINE INTERNATIONAL	401 N SODERQUIST RD	SWEEPS UST, HIST UST, CA FID UST	Higher	539, 0.102, NW
B7		973 W MAIN ST	EDR Hist Auto	Lower	596, 0.113, South
B8	CURTESY OIL COMPANY	973 WEST MAIN STREET	UST	Lower	596, 0.113, South
B9	CURTESY OIL CO	973 W MAIN ST	HIST UST, EMI	Lower	596, 0.113, South
B10	EXXON SAV-CENTER	973 W MAIN	SWEEPS UST, CA FID UST	Lower	596, 0.113, South
B11	WEST MAIN ARCO	1030 MAIN	LUST, HIST CORTESE	Lower	752, 0.142, South
B12	JOE MINIT MART - ARC	1030 W MAIN ST	SWEEPS UST, HIST UST, CA FID UST	Lower	828, 0.157, South
B13	ESCOBAR RECYCLING	954 W MAIN ST	SWRCY	Lower	836, 0.158, South
C14	MURRAY SILACCI	685 PARK ST	SWEEPS UST, CA FID UST	Higher	1041, 0.197, ENE
C15	MURRAY SILACCI	685 PARK ST	HIST UST	Higher	1041, 0.197, ENE
16	MIKE RASMUSSEN	790 W MAIN	SWEEPS UST, CA FID UST	Lower	1053, 0.199, SE
17	CIRCLE K # 1940	1600 MAIN	LUST	Lower	2053, 0.389, WSW
D18	INTERNATIONAL PAPER	1500 W MAIN ST	SEMS-ARCHIVE, RCRA NonGen / NLR	Lower	2062, 0.391, SW
D19	INTERNATIONAL PAPER	1500 MAIN	HIST CORTESE	Lower	2062, 0.391, SW
20	TID CORPORATION YARD	901 BROADWAY	LUST, CHMIRS, HIST CORTESE	Higher	2257, 0.427, NNE
21	TURLOCK FAIRGROUNDS	900 BROADWAY	LUST, HIST CORTESE	Higher	2323, 0.440, NNE
22	PACIFIC PRIDE / CARD	309 S TULLY	LUST	Lower	2523, 0.478, SW
23	BRIGHT CLEANERS	691 NORTH GOLDEN STA	ENVIROSTOR	Higher	3011, 0.570, ENE
E24	ASR (OEW)		UXO	Higher	3123, 0.591, North
E25	TURLOCK REHABILITATI		FUDS	Higher	3123, 0.591, North
F26	DU-RITE CLEANERS	141 NORTH CENTER	ENVIROSTOR, SLIC, FINDS, DRYCLEANERS, ECHO	Higher	4182, 0.792, East
F27	SNOW WHITE CLEANERS	352 EAST OLIVE STREE	ENVIROSTOR, SLIC	Higher	4247, 0.804, East
28	CITY OF TURLOCK- GRO	900 NORTH PALM STREE	ENVIROSTOR	Higher	4490, 0.850, ENE
G29	BANQUET FOODS	107 S. KILROY RD	RCRA-SQG, HIST Cal-Sites	Lower	4617, 0.874, WSW
G30	CENTRAL VALLEY CHEES	107 S KILROY	RESPONSE, ENVIROSTOR, SLIC, EMI	Lower	4617, 0.874, WSW
H31	TURLOCK CLEANERS	429 E MAIN	SEMS-ARCHIVE, RCRA-SQG, ENVIROSTOR, SLIC, FINDS,...	Higher	4785, 0.906, East
32	TURLOCK REHAB CENTER		ENVIROSTOR	Higher	4939, 0.935, NNE
H33	CARR'S CLEANERS	500 EAST MAIN STREET	ENVIROSTOR	Higher	5022, 0.951, East

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was identified in the following records. For more information on this property see page 8 of the attached EDR Radius Map report:

Site	Database(s)	EPA ID
TURLOCK ARMORY 1040 FLOWER ST TURLOCK, CA 95380	HAZNET GEPAID: CAL912173056	N/A

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL ..... National Priority List
Proposed NPL ..... Proposed National Priority List Sites
NPL LIENS ..... Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ..... National Priority List Deletions

Federal CERCLIS list

FEDERAL FACILITY ..... Federal Facility Site Information listing
SEMS ..... Superfund Enterprise Management System

Federal RCRA CORRACTS facilities list

CORRACTS ..... Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ..... RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG ..... RCRA - Large Quantity Generators
RCRA-SQG ..... RCRA - Small Quantity Generators
RCRA-CESQG ..... RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

LUCIS ..... Land Use Control Information System

US ENG CONTROLS..... Engineering Controls Sites List
US INST CONTROL..... Sites with Institutional Controls

Federal ERNS list

ERNS..... Emergency Response Notification System

State and tribal landfill and/or solid waste disposal site lists

SWF/LF..... Solid Waste Information System

State and tribal leaking storage tank lists

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land
SLIC..... Statewide SLIC Cases

State and tribal registered storage tank lists

FEMA UST..... Underground Storage Tank Listing
AST..... Aboveground Petroleum Storage Tank Facilities
INDIAN UST..... Underground Storage Tanks on Indian Land

State and tribal voluntary cleanup sites

VCP..... Voluntary Cleanup Program Properties
INDIAN VCP..... Voluntary Cleanup Priority Listing

State and tribal Brownfields sites

BROWNFIELDS..... Considered Brownfieds Sites Listing

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

WMUDS/SWAT..... Waste Management Unit Database
HAULERS..... Registered Waste Tire Haulers Listing
INDIAN ODI..... Report on the Status of Open Dumps on Indian Lands
DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations
ODI..... Open Dump Inventory

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... Delisted National Clandestine Laboratory Register
SCH..... School Property Evaluation Program
CDL..... Clandestine Drug Labs
Toxic Pits..... Toxic Pits Cleanup Act Sites
US CDL..... National Clandestine Laboratory Register

Local Land Records

LIENS..... Environmental Liens Listing

LIENS 2	CERCLA Lien Information
DEED	Deed Restriction Listing

Records of Emergency Release Reports

HMIRS	Hazardous Materials Information Reporting System
CHMIRS	California Hazardous Material Incident Report System
LDS	Land Disposal Sites Listing
MCS	Military Cleanup Sites Listing
SPILLS 90	SPILLS 90 data from FirstSearch

Other Ascertainable Records

RCRA NonGen / NLR	RCRA - Non Generators / No Longer Regulated
DOD	Department of Defense Sites
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
US FIN ASSUR	Financial Assurance Information
EPA WATCH LIST	EPA WATCH LIST
2020 COR ACTION	2020 Corrective Action Program List
TSCA	Toxic Substances Control Act
TRIS	Toxic Chemical Release Inventory System
SSTS	Section 7 Tracking Systems
ROD	Records Of Decision
RMP	Risk Management Plans
RAATS	RCRA Administrative Action Tracking System
PRP	Potentially Responsible Parties
PADS	PCB Activity Database System
ICIS	Integrated Compliance Information System
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
MLTS	Material Licensing Tracking System
COAL ASH DOE	Steam-Electric Plant Operation Data
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
PCB TRANSFORMER	PCB Transformer Registration Database
RADINFO	Radiation Information Database
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
DOT OPS	Incident and Accident Data
CONSENT	Superfund (CERCLA) Consent Decrees
INDIAN RESERV	Indian Reservations
FUSRAP	Formerly Utilized Sites Remedial Action Program
UMTRA	Uranium Mill Tailings Sites
LEAD SMELTERS	Lead Smelter Sites
US AIRS	Aerometric Information Retrieval System Facility Subsystem
US MINES	Mines Master Index File
FINDS	Facility Index System/Facility Registry System
DOCKET HWC	Hazardous Waste Compliance Docket Listing
CA BOND EXP. PLAN	Bond Expenditure Plan
Cortese	"Cortese" Hazardous Waste & Substances Sites List
CUPA Listings	CUPA Resources List
DRYCLEANERS	Cleaner Facilities
EMI	Emissions Inventory Data
ENF	Enforcement Action Listing
Financial Assurance	Financial Assurance Information Listing
HWP	EnviroStor Permitted Facilities Listing
HWT	Registered Hazardous Waste Transporter Database

EXECUTIVE SUMMARY

MINES ..... Mines Site Location Listing
MWMP ..... Medical Waste Management Program Listing
NPDES ..... NPDES Permits Listing
PEST LIC ..... Pesticide Regulation Licenses Listing
PROC ..... Certified Processors Database
Notify 65 ..... Proposition 65 Records
UIC ..... UIC Listing
WASTEWATER PITS ..... Oil Wastewater Pits Listing
WDS ..... Waste Discharge System
WIP ..... Well Investigation Program Case List
ICE ..... ICE
ECHO ..... Enforcement & Compliance History Information
FUELS PROGRAM ..... EPA Fuels Program Registered Listing

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP ..... EDR Proprietary Manufactured Gas Plants
EDR Hist Cleaner ..... EDR Exclusive Historic Dry Cleaners

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LF ..... Recovered Government Archive Solid Waste Facilities List
RGA LUST ..... Recovered Government Archive Leaking Underground Storage Tank

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status

indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

A review of the SEMS-ARCHIVE list, as provided by EDR, and dated 03/07/2016 has revealed that there is 1 SEMS-ARCHIVE site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
INTERNATIONAL PAPER	***1500 W MAIN ST***	***SW 1/4 - 1/2 (0.391 mi.)***	***D18***	***32***

State- and tribal - equivalent NPL

RESPONSE: Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

A review of the RESPONSE list, as provided by EDR, has revealed that there is 1 RESPONSE site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CENTRAL VALLEY CHEES	***107 S KILROY***	***WSW 1/2 - 1 (0.874 mi.)***	***G30***	***57***
Database: RESPONSE, Date of Government Version: 05/02/2016 Status: Certified Facility Id: 50200002				

State- and tribal - equivalent CERCLIS

ENVIROSTOR: The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifes sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

A review of the ENVIROSTOR list, as provided by EDR, and dated 05/02/2016 has revealed that there are 8 ENVIROSTOR sites within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BRIGHT CLEANERS Facility Id: 50720002 Status: No Further Action	691 NORTH GOLDEN STA	ENE 1/2 - 1 (0.570 mi.)	23	45
DU-RITE CLEANERS Facility Id: 50720004	***141 NORTH CENTER***	***E 1/2 - 1 (0.792 mi.)***	***F26***	***48***

Status: Refer: RWQCB				
SNOW WHITE CLEANERS	***352 EAST OLIVE STREE***	***E 1/2 - 1 (0.804 mi.)***	***F27***	***51***
Facility Id: 50720001 Status: Refer: RWQCB				
CITY OF TURLOCK- GRO	900 NORTH PALM STREE	ENE 1/2 - 1 (0.850 mi.)	28	53
Facility Id: 50490010 Status: Refer: RWQCB				
TURLOCK CLEANERS	***429 E MAIN***	***E 1/2 - 1 (0.906 mi.)***	***H31***	***64***
Facility Id: 50720003 Status: Refer: RWQCB				
TURLOCK REHAB CENTER		NNE 1/2 - 1 (0.935 mi.)	32	68
Facility Id: 80000619 Status: No Further Action				
CARR'S CLEANERS	500 EAST MAIN STREET	E 1/2 - 1 (0.951 mi.)	H33	69
Facility Id: 50720005 Status: Refer: RWQCB				

Lower Elevation	Address	Direction / Distance	Map ID	Page
CENTRAL VALLEY CHEES	***107 S KILROY***	***WSW 1/2 - 1 (0.874 mi.)***	***G30***	***57***
Facility Id: 50200002 Status: Certified				

State and tribal leaking storage tank lists

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the State Water Resources Control Board Leaking Underground Storage Tank Information System.

A review of the LUST list, as provided by EDR, has revealed that there are 6 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LOREN WRIGHT PROPERT	***1143 FLOWER***	***WNW 0 - 1/8 (0.045 mi.)***	***A5***	***11***
Database: LUST, Date of Government Version: 06/13/2016 Database: LUST REG 5, Date of Government Version: 07/01/2008 Status: Completed - Case Closed Status: Case Closed Global Id: T0609900107				
TID CORPORATION YARD	***901 BROADWAY***	***NNE 1/4 - 1/2 (0.427 mi.)***	***20***	***36***
Database: LUST, Date of Government Version: 06/13/2016 Database: LUST REG 5, Date of Government Version: 07/01/2008 Status: Completed - Case Closed Status: Case Closed Global Id: T0609900059				
TURLOCK FAIRGROUNDS	***900 BROADWAY***	***NNE 1/4 - 1/2 (0.440 mi.)***	***21***	***39***
Database: LUST, Date of Government Version: 06/13/2016 Database: LUST REG 5, Date of Government Version: 07/01/2008 Status: Completed - Case Closed				

Status: Case Closed
Global Id: T0609900111

Lower Elevation	Address	Direction / Distance	Map ID	Page
WEST MAIN ARCO	***1030 MAIN***	***S 1/8 - 1/4 (0.142 mi.)***	***B11***	***18***
Database: LUST, Date of Government Version: 06/13/2016 Database: LUST REG 5, Date of Government Version: 07/01/2008 Status: Completed - Case Closed Status: Remedial action (cleanup) Underway Global Id: T0609900393				
CIRCLE K # 1940	1600 MAIN	WSW 1/4 - 1/2 (0.389 mi.)	17	30
Database: LUST, Date of Government Version: 06/13/2016 Database: LUST REG 5, Date of Government Version: 07/01/2008 Status: Completed - Case Closed Status: Case Closed Global Id: T0609925545				
PACIFIC PRIDE / CARD	309 S TULLY	SW 1/4 - 1/2 (0.478 mi.)	22	40
Database: LUST, Date of Government Version: 06/13/2016 Database: LUST REG 5, Date of Government Version: 07/01/2008 Status: Completed - Case Closed Status: Pollution Characterization Global Id: T0609916533				

State and tribal registered storage tank lists

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the State Water Resources Control Board's Hazardous Substance Storage Container Database.

A review of the UST list, as provided by EDR, has revealed that there is 1 UST site within approximately 0.25 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
CURTESY OIL COMPANY	973 WEST MAIN STREET	S 0 - 1/8 (0.113 mi.)	B8	15
Database: UST, Date of Government Version: 06/13/2016 Facility Id: 50-012-010979				

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: A listing of recycling facilities in California.

A review of the SWRCY list, as provided by EDR, and dated 06/13/2016 has revealed that there is 1 SWRCY site within approximately 0.5 miles of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
ESCOBAR RECYCLING	954 W MAIN ST	S 1/8 - 1/4 (0.158 mi.)	B13	27

EXECUTIVE SUMMARY

Cert Id: RC147085.001

Local Lists of Hazardous waste / Contaminated Sites

HIST Cal-Sites: Formerly known as ASPIS, this database contains both known and potential hazardous substance sites. The source is the California Department of Toxic Substance Control. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

A review of the HIST Cal-Sites list, as provided by EDR, and dated 08/08/2005 has revealed that there is 1 HIST Cal-Sites site within approximately 1 mile of the target property.

Lower Elevation	Address	Direction / Distance	Map ID	Page
BANQUET FOODS	***107 S. KILROY RD***	***WSW 1/2 - 1 (0.874 mi.)***	***G29***	***54***

Local Lists of Registered Storage Tanks

SWEEPS UST: Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

A review of the SWEEPS UST list, as provided by EDR, and dated 06/01/1994 has revealed that there are 7 SWEEPS UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BAURGMAN/WESTERDAHL Comp Number: 71419	***435 CLIFFORD***	***ENE 0 - 1/8 (0.033 mi.)***	***2***	***9***
LOREN N. WRIGHT Comp Number: 24481	***1143 FLOWER ST***	***WNW 0 - 1/8 (0.045 mi.)***	***A4***	***10***
HYLINE INTERNATIONAL Comp Number: 28324	***401 N SODERQUIST RD***	***NW 0 - 1/8 (0.102 mi.)***	***6***	***13***
MURRAY SILACCI Comp Number: 35513	***685 PARK ST***	***ENE 1/8 - 1/4 (0.197 mi.)***	***C14***	***27***

Lower Elevation	Address	Direction / Distance	Map ID	Page
EXXON SAV-CENTER Status: A Tank Status: A Comp Number: 10979	***973 W MAIN***	***S 0 - 1/8 (0.113 mi.)***	***B10***	***16***
JOE MINIT MART - ARC Status: A Tank Status: A Comp Number: 12914	***1030 W MAIN ST***	***S 1/8 - 1/4 (0.157 mi.)***	***B12***	***25***
MIKE RASMUSSEN Comp Number: 71375	***790 W MAIN***	***SE 1/8 - 1/4 (0.199 mi.)***	***16***	***29***

EXECUTIVE SUMMARY

HIST UST: Historical UST Registered Database.

A review of the HIST UST list, as provided by EDR, and dated 10/15/1990 has revealed that there are 5 HIST UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LOREN N WRIGHT Facility Id: 00000024481	1143 FLOWER ST	WNW 0 - 1/8 (0.045 mi.)	A3	10
HYLINE INTERNATIONAL	***401 N SODERQUIST RD***	***NW 0 - 1/8 (0.102 mi.)***	***6***	***13***
MURRAY SILACCI Facility Id: 00000035513	685 PARK ST	ENE 1/8 - 1/4 (0.197 mi.)	C15	29

Lower Elevation	Address	Direction / Distance	Map ID	Page
CURTESY OIL CO Facility Id: 00000010979	***973 W MAIN ST***	***S 0 - 1/8 (0.113 mi.)***	***B9***	***15***
JOE MINIT MART - ARC	***1030 W MAIN ST***	***S 1/8 - 1/4 (0.157 mi.)***	***B12***	***25***

CA FID UST: The Facility Inventory Database contains active and inactive underground storage tank locations. The source is the State Water Resource Control Board.

A review of the CA FID UST list, as provided by EDR, and dated 10/31/1994 has revealed that there are 7 CA FID UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
BAURGMAN/WESTERDAHL Facility Id: 50002677 Status: I	***435 CLIFFORD***	***ENE 0 - 1/8 (0.033 mi.)***	***2***	***9***
LOREN N. WRIGHT Facility Id: 50000084 Status: I	***1143 FLOWER ST***	***WNW 0 - 1/8 (0.045 mi.)***	***A4***	***10***
HYLINE INTERNATIONAL Facility Id: 50000715 Status: I	***401 N SODERQUIST RD***	***NW 0 - 1/8 (0.102 mi.)***	***6***	***13***
MURRAY SILACCI Facility Id: 50003558 Status: A	***685 PARK ST***	***ENE 1/8 - 1/4 (0.197 mi.)***	***C14***	***27***

Lower Elevation	Address	Direction / Distance	Map ID	Page
EXXON SAV-CENTER Facility Id: 50001934 Status: A	***973 W MAIN***	***S 0 - 1/8 (0.113 mi.)***	***B10***	***16***
JOE MINIT MART - ARC Facility Id: 50002903 Status: A	***1030 W MAIN ST***	***S 1/8 - 1/4 (0.157 mi.)***	***B12***	***25***
MIKE RASMUSSEN Facility Id: 50000562 Status: I	***790 W MAIN***	***SE 1/8 - 1/4 (0.199 mi.)***	***16***	***29***

Other Ascertainable Records

FUDS: The Listing includes locations of Formerly Used Defense Sites Properties where the US Army Corps Of Engineers is actively working or will take necessary cleanup actions.

A review of the FUDS list, as provided by EDR, and dated 01/31/2015 has revealed that there is 1 FUDS site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
TURLOCK REHABILITATI		N 1/2 - 1 (0.591 mi.)	E25	47

UXO: A listing of unexploded ordnance site locations

A review of the UXO list, as provided by EDR, and dated 10/25/2015 has revealed that there is 1 UXO site within approximately 1 mile of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
ASR (OEW)		N 1/2 - 1 (0.591 mi.)	E24	47

HIST CORTESE: The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.

A review of the HIST CORTESE list, as provided by EDR, and dated 04/01/2001 has revealed that there are 5 HIST CORTESE sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
LOREN WRIGHT PROPERT Reg Id: 500124	***1143 FLOWER***	***WNW 0 - 1/8 (0.045 mi.)***	***A5***	***11***
TID CORPORATION YARD Reg Id: 500067	***901 BROADWAY***	***NNE 1/4 - 1/2 (0.427 mi.)***	***20***	***36***
TURLOCK FAIRGROUNDS Reg Id: 500128	***900 BROADWAY***	***NNE 1/4 - 1/2 (0.440 mi.)***	***21***	***39***

Lower Elevation	Address	Direction / Distance	Map ID	Page
WEST MAIN ARCO Reg Id: 500456	***1030 MAIN***	***S 1/8 - 1/4 (0.142 mi.)***	***B11***	***18***
INTERNATIONAL PAPER Reg Id: 500037	1500 MAIN	SW 1/4 - 1/2 (0.391 mi.)	D19	36

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EXECUTIVE SUMMARY

EDR Hist Auto: EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Auto list, as provided by EDR, has revealed that there is 1 EDR Hist Auto site within approximately 0.125 miles of the target property.

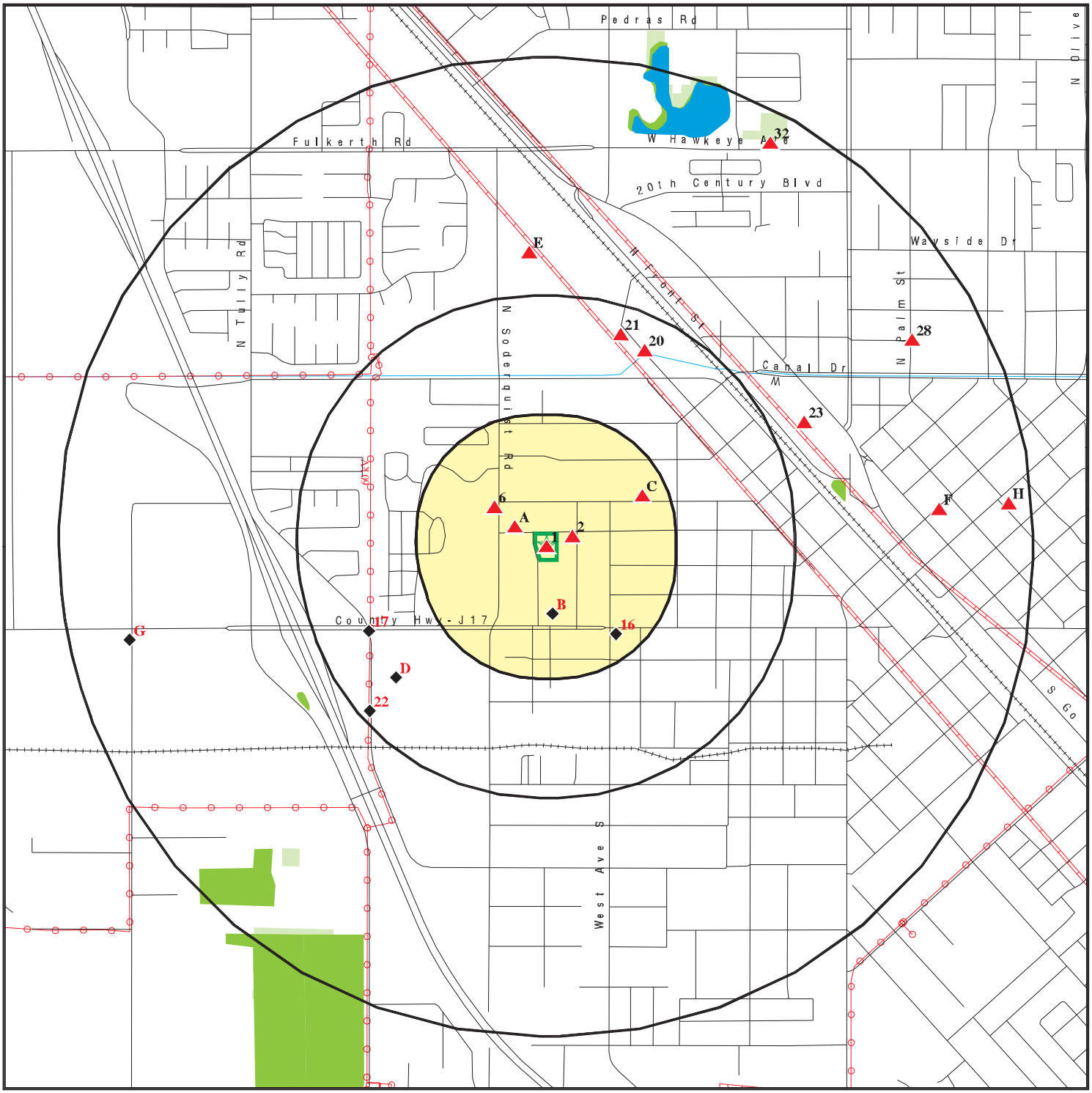
Lower Elevation	Address	Direction / Distance	Map ID	Page
Not reported	973 W MAIN ST	S 0 - 1/8 (0.113 mi.)	B7	14

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 2 records.

Site Name	Database(s)
MONFREDINI PROPERTY AKA GADDYS SHE	LUST
TURLOCK PCE INVESTIGATION	SLIC

OVERVIEW MAP - 04730706.2R



Target Property

Sites at elevations higher than or equal to the target property

Sites at elevations lower than the target property

Manufactured Gas Plants

National Priority List Sites

Dept. Defense Sites

0 1/4 1/2 1 Miles

Indian Reservations BIA

Power transmission lines

Pipelines

100-year flood zone

500-year flood zone

National Wetland Inventory

State Wetlands

Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: US Army National Guard Armory Site	CLIENT: Rincon
ADDRESS: Alaska Street / Flower Street Turlock CA 95380	CONTACT: Sarah Larese INQUIRY #: 04730706.2r
LAT/LONG: 37.495218 / 120.860447	DATE: September 20, 2016 9:04 am

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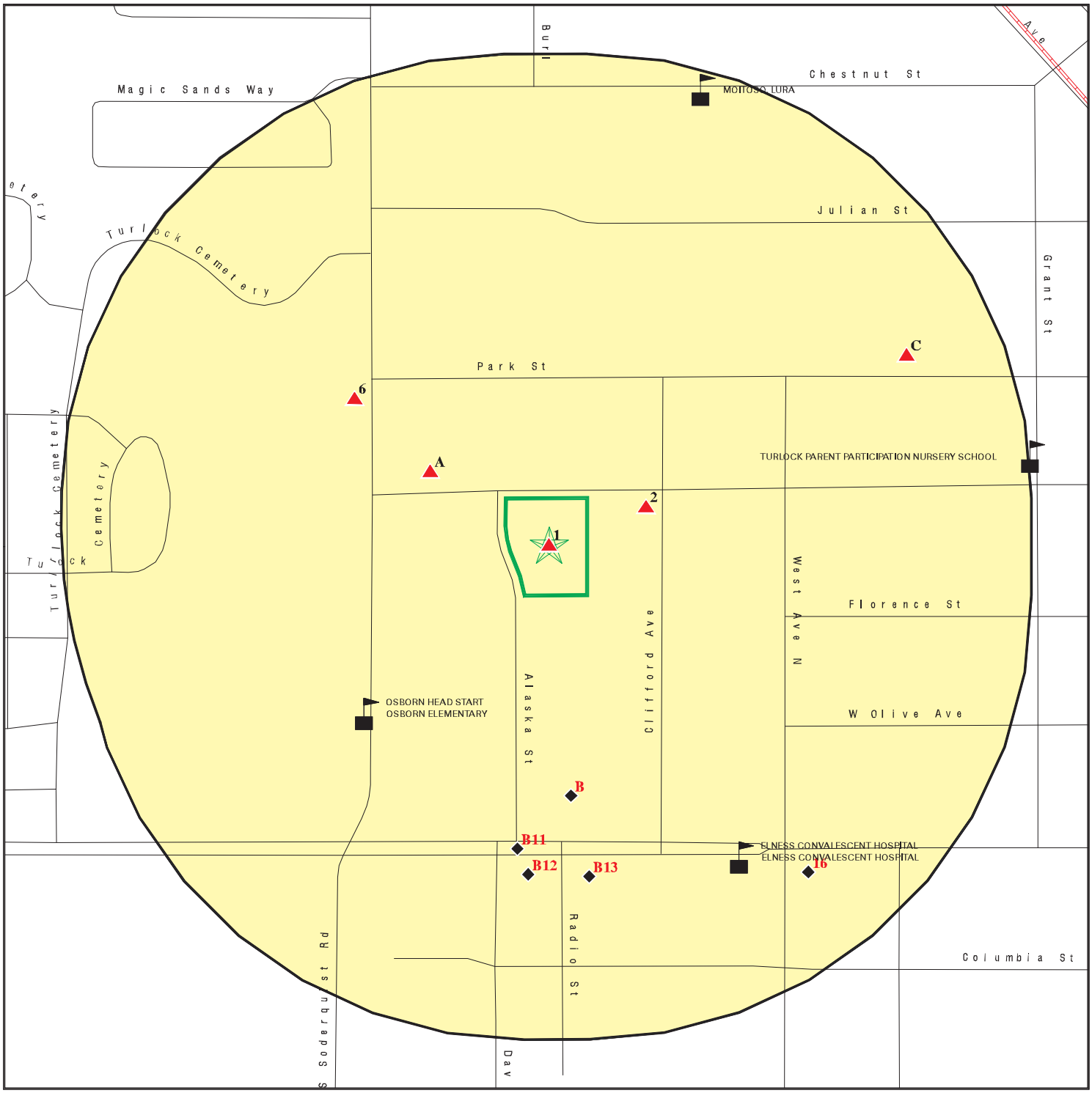
DETAIL MAP - 04730706.2R



0 1/16 1/8 1/4 Miles

- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Pipelines
- 100-year flood zone
- 500-year flood zone
- Areas of Concern

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	US Army National Guard Armory Site	CLIENT:	Rincon
ADDRESS:	Alaska Street / Flower Street Turlock CA 95380	CONTACT:	Sarah Larese
		INQUIRY #:	04730706.2r
LAT/LONG:	37.495218 / 120.860447	DATE:	September 20, 2016 9:05 am

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	0.001		0	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
SEMS	0.500		0	0	0	NR	NR	0
Federal CERCLIS NFRAP site list								
SEMS-ARCHIVE	0.500		0	0	1	NR	NR	1
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
LUCIS	0.500		0	0	0	NR	NR	0
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	0.001		0	NR	NR	NR	NR	0
State- and tribal - equivalent NPL								
RESPONSE	1.000		0	0	0	1	NR	1
State- and tribal - equivalent CERCLIS								
ENVIROSTOR	1.000		0	0	0	8	NR	8
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST	0.500		1	1	4	NR	NR	6

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
INDIAN LUST	0.500		0	0	0	NR	NR	0
SLIC	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
FEMA UST	0.250		0	0	NR	NR	NR	0
UST	0.250		1	0	NR	NR	NR	1
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
State and tribal voluntary cleanup sites								
VCP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
WMUDS/SWAT	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	1	0	NR	NR	1
HAULERS	0.001		0	NR	NR	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US HIST CDL	0.001		0	NR	NR	NR	NR	0
HIST Cal-Sites	1.000		0	0	0	1	NR	1
SCH	0.250		0	0	NR	NR	NR	0
CDL	0.001		0	NR	NR	NR	NR	0
Toxic Pits	1.000		0	0	0	0	NR	0
US CDL	0.001		0	NR	NR	NR	NR	0
Local Lists of Registered Storage Tanks								
SWEEPS UST	0.250		4	3	NR	NR	NR	7
HIST UST	0.250		3	2	NR	NR	NR	5
CA FID UST	0.250		4	3	NR	NR	NR	7
Local Land Records								
LIENS	0.001		0	NR	NR	NR	NR	0
LIENS 2	0.001		0	NR	NR	NR	NR	0
DEED	0.500		0	0	0	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.001		0	NR	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CHMIRS	0.001		0	NR	NR	NR	NR	0
LDS	0.001		0	NR	NR	NR	NR	0
MCS	0.001		0	NR	NR	NR	NR	0
SPILLS 90	0.001		0	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.250		0	0	NR	NR	NR	0
FUDS	1.000		0	0	0	1	NR	1
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
TSCA	0.001		0	NR	NR	NR	NR	0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		0	NR	NR	NR	NR	0
ROD	1.000		0	0	0	0	NR	0
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS	0.001		0	NR	NR	NR	NR	0
MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001		0	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		0	NR	NR	NR	NR	0
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	0.001		0	NR	NR	NR	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	0.001		0	NR	NR	NR	NR	0
US AIRS	0.001		0	NR	NR	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
FINDS	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	1	NR	1
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
CA BOND EXP. PLAN	1.000		0	0	0	0	NR	0
Cortese	0.500		0	0	0	NR	NR	0
CUPA Listings	0.250		0	0	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
EMI	0.001		0	NR	NR	NR	NR	0
ENF	0.001		0	NR	NR	NR	NR	0
Financial Assurance	0.001		0	NR	NR	NR	NR	0
HAZNET	0.001	1	0	NR	NR	NR	NR	1
HIST CORTESE	0.500		1	1	3	NR	NR	5
HWP	1.000		0	0	0	0	NR	0
HWT	0.250		0	0	NR	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
MINES	0.001		0	NR	NR	NR	NR	0
MWMP	0.250		0	0	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
PEST LIC	0.001		0	NR	NR	NR	NR	0
PROC	0.500		0	0	0	NR	NR	0
Notify 65	1.000		0	0	0	0	NR	0
UIC	0.001		0	NR	NR	NR	NR	0
WASTEWATER PITS	0.500		0	0	0	NR	NR	0
WDS	0.001		0	NR	NR	NR	NR	0
WIP	0.250		0	0	NR	NR	NR	0
ICE	1.000		0	0	0	0	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		1	NR	NR	NR	NR	1
EDR Hist Cleaner	0.125		0	NR	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA LF	0.001		0	NR	NR	NR	NR	0
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals --		1	15	11	8	12	0	47

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

1 Target Property | **TURLOCK ARMORY**
1040 FLOWER ST
TURLOCK, CA 95380 | **HAZNET** | **S113162889**
N/A

Actual: 99 ft.

HAZNET:

envid: S113162889
Year: 2002
GEPAID: CAL912173056
Contact: DAN AGUIRRE SES
Telephone: 9163614332
Mailing Name: Not reported
Mailing Address: 9800 GOETHE RD
Mailing City,St,Zip: SACRAMENTO, CA 95827
Gen County: Not reported
TSD EPA ID: AZR000005454
TSD County: Not reported
Waste Category: Polychlorinated biphenyls and material containing PCBs
Disposal Method: Recycler
Tons: 0.22
Cat Decode: Polychlorinated biphenyls and material containing PCBs
Method Decode: Recycler
Facility County: Stanislaus

envid: S113162889
Year: 2002
GEPAID: CAL912173056
Contact: DAN AGUIRRE SES
Telephone: 9163614332
Mailing Name: Not reported
Mailing Address: 9800 GOETHE RD
Mailing City,St,Zip: SACRAMENTO, CA 95827
Gen County: Not reported
TSD EPA ID: AZR000005454
TSD County: Not reported
Waste Category: Polychlorinated biphenyls and material containing PCBs
Disposal Method: Recycler
Tons: 0.22
Cat Decode: Polychlorinated biphenyls and material containing PCBs
Method Decode: Recycler
Facility County: Stanislaus

envid: S113162889
Year: 1999
GEPAID: CAL912173056
Contact: DET
Telephone: 0000000000
Mailing Name: Not reported
Mailing Address: 1040 FLOWER ST
Mailing City,St,Zip: TURLOCK, CA 953800000
Gen County: Not reported
TSD EPA ID: CAT000646117
TSD County: Not reported
Waste Category: Contaminated soil from site clean-up
Disposal Method: Treatment, Tank
Tons: 4.9000
Cat Decode: Contaminated soil from site clean-up
Method Decode: Treatment, Tank
Facility County: Stanislaus

TURLOCK ARMORY (Continued) **S113162889**

envid: S113162889
Year: 1999
GEPAID: CAL912173056
Contact: DET
Telephone: 0000000000
Mailing Name: Not reported
Mailing Address: 1040 FLOWER ST
Mailing City,St,Zip: TURLOCK, CA 953800000
Gen County: Not reported
TSD EPA ID: CAT000646117
TSD County: Not reported
Waste Category: Contaminated soil from site clean-up
Disposal Method: Treatment, Tank
Tons: 4.9000
Cat Decode: Contaminated soil from site clean-up
Method Decode: Treatment, Tank
Facility County: Stanislaus

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2 ENE < 1/8 0.033 mi. 175 ft.

BAURGMAN/WESTERDAHL
435 CLIFFORD
TURLOCK, CA 95380

SWEEPS UST **S101595734**
CA FID UST **N/A**

Relative: Higher

Actual: 99 ft.

SWEEPS UST:
Status: Not reported
Comp Number: 71419
Number: Not reported
Board Of Equalization: Not reported
Referral Date: Not reported
Action Date: Not reported
Created Date: Not reported
Owner Tank Id: Not reported
SWRCB Tank Id: 50-000-071419-000001
Tank Status: Not reported
Capacity: 1000
Active Date: Not reported
Tank Use: M.V. FUEL
STG: PRODUCT
Content: LEADED
Number Of Tanks: 1

CA FID UST:
Facility ID: 50002677
Regulated By: UTNKI
Regulated ID: Not reported
Cortese Code: Not reported
SIC Code: Not reported
Facility Phone: Not reported
Mail To: Not reported
Mailing Address: P. O. BOX 2120
Mailing Address 2: Not reported
Mailing City,St,Zip: TURLOCK 95380
Contact: Not reported
Contact Phone: Not reported
DUNs Number: Not reported
NPDES Number: Not reported

BAURGMAN/WESTERDAHL (Continued) **S101595734**

EPA ID: Not reported
Comments: Not reported
Status: Inactive

A3 WNW < 1/8 0.045 mi. 239 ft. | **LOREN N WRIGHT** | **HIST UST** | **U001608738**
1143 FLOWER ST | **N/A**
TURLOCK, CA 95380

Site 1 of 3 in cluster A

Relative: Higher

Actual: 99 ft.

HIST UST:

File Number:	00022512
URL:	http://geotracker.waterboards.ca.gov/ustpdfs/pdf/00022512.pdf
Region:	STATE
Facility ID:	00000024481
Facility Type:	Other
Other Type:	Not reported
Contact Name:	Not reported
Telephone:	2096347314
Owner Name:	LOREN N. WRIGHT
Owner Address:	1143 FLOWER ST.
Owner City,St,Zip:	TURLOCK, CA 95380
Total Tanks:	0001
Tank Num:	001
Container Num:	#1
Year Installed:	1959
Tank Capacity:	00000550
Tank Used for:	PRODUCT
Type of Fuel:	PREMIUM
Container Construction Thickness:	Not reported
Leak Detection:	None

Click here for Geo Tracker PDF:

A4 WNW < 1/8 0.045 mi. 239 ft. | **LOREN N. WRIGHT** | **SWEEPS UST** | **S101626993**
1143 FLOWER ST | **CA FID UST** | **N/A**
TURLOCK, CA 95380

Site 2 of 3 in cluster A

Relative: Higher

Actual: 99 ft.

SWEEPS UST:

Status:	Not reported
Comp Number:	24481
Number:	Not reported
Board Of Equalization:	Not reported
Referral Date:	Not reported
Action Date:	Not reported
Created Date:	Not reported
Owner Tank Id:	Not reported
SWRCB Tank Id:	50-000-024481-000001
Tank Status:	Not reported
Capacity:	550
Active Date:	Not reported
Tank Use:	M.V. FUEL
STG:	PRODUCT

LOREN N. WRIGHT (Continued) **S101626993**

Content: REG UNLEADED
Number Of Tanks: 1

CA FID UST:
Facility ID: 50000084
Regulated By: UTNKI
Regulated ID: 00024481
Cortese Code: Not reported
SIC Code: Not reported
Facility Phone: 2096347314
Mail To: Not reported
Mailing Address: 1143 FLOWER ST
Mailing Address 2: Not reported
Mailing City,St,Zip: TURLOCK 95380
Contact: Not reported
Contact Phone: Not reported
DUNs Number: Not reported
NPDES Number: Not reported
EPA ID: Not reported
Comments: Not reported
Status: Inactive

A5 **LOREN WRIGHT PROPERTY** **LUST** **S104163164**
WNW **1143 FLOWER** **HIST CORTESE** **N/A**
< 1/8 **TURLOCK, CA 95380**
0.045 mi.
239 ft. **Site 3 of 3 in cluster A**

Relative:
Higher

Actual:
99 ft.

LUST:
Region: STATE
Global Id: T0609900107
Latitude: 37.495933
Longitude: -120.861668
Case Type: LUST Cleanup Site
Status: Completed - Case Closed
Status Date: 01/09/1998
Lead Agency: STANISLAUS COUNTY
Case Worker: Not reported
Local Agency: Not reported
RB Case Number: 500124
LOC Case Number: 88
File Location: Not reported
Potential Media Affect: Aquifer used for drinking water supply
Potential Contaminants of Concern: Gasoline
Site History: Not reported

Click here to access the California GeoTracker records for this facility:

Contact:
Global Id: T0609900107
Contact Type: Regional Board Caseworker
Contact Name: MICHAEL SMITH
Organization Name: CENTRAL VALLEY RWQCB (REGION 5S)
Address: 11020 SUN CENTER DRIVE #200
City: RANCHO CORDOVA
Email: msmith@waterboards.ca.gov
Phone Number: Not reported

LOREN WRIGHT PROPERTY (Continued) **S104163164**

Status History:

Global Id:	T0609900107
Status:	Completed - Case Closed
Status Date:	01/09/1998
Global Id:	T0609900107
Status:	Open - Case Begin Date
Status Date:	02/15/1989

Regulatory Activities:

Global Id:	T0609900107
Action Type:	ENFORCEMENT
Date:	01/09/1998
Action:	Closure/No Further Action Letter
Global Id:	T0609900107
Action Type:	REMEDIATION
Date:	01/09/1998
Action:	Other (Use Description Field)
Global Id:	T0609900107
Action Type:	Other
Date:	02/15/1989
Action:	Leak Reported
Global Id:	T0609900107
Action Type:	ENFORCEMENT
Date:	04/10/1989
Action:	Notice of Responsibility

LUST REG 5:

Region:	5
Status:	Case Closed
Case Number:	500124
Case Type:	Drinking Water Aquifer affected
Substance:	GASOLINE
Staff Initials:	MTS
Lead Agency:	Local
Program:	LUST
MTBE Code:	N/A

HIST CORTESE:

Region:	CORTESE
Facility County Code:	50
Reg By:	LTNKA
Reg Id:	500124

6 NW < 1/8 0.102 mi. 539 ft. | **HYLINE INTERNATIONAL**
401 N SODERQUIST RD
TURLOCK, CA 95380 | **SWEEPS UST**
HIST UST
CA FID UST | **S101626956**
N/A

Relative: Higher

Actual: 99 ft.

SWEEPS UST:

Status:	Not reported
Comp Number:	28324
Number:	Not reported
Board Of Equalization:	Not reported
Referral Date:	Not reported
Action Date:	Not reported
Created Date:	Not reported
Owner Tank Id:	Not reported
SWRCB Tank Id:	50-000-028324-000001
Tank Status:	Not reported
Capacity:	500
Active Date:	Not reported
Tank Use:	M.V. FUEL
STG:	PRODUCT
Content:	DIESEL
Number Of Tanks:	2

Status:	Not reported
Comp Number:	28324
Number:	Not reported
Board Of Equalization:	Not reported
Referral Date:	Not reported
Action Date:	Not reported
Created Date:	Not reported
Owner Tank Id:	Not reported
SWRCB Tank Id:	50-000-028324-000002
Tank Status:	Not reported
Capacity:	1000
Active Date:	Not reported
Tank Use:	M.V. FUEL
STG:	PRODUCT
Content:	LEADED
Number Of Tanks:	Not reported

HIST UST:

File Number:	000229FE
URL:	http://geotracker.waterboards.ca.gov/ustpdfs/pdf/000229FE.pdf
Region:	Not reported
Facility ID:	Not reported
Facility Type:	Not reported
Other Type:	Not reported
Contact Name:	Not reported
Telephone:	Not reported
Owner Name:	Not reported
Owner Address:	Not reported
Owner City,St,Zip:	Not reported
Total Tanks:	Not reported

Tank Num:	Not reported
Container Num:	Not reported
Year Installed:	Not reported
Tank Capacity:	Not reported

HYLINE INTERNATIONAL (Continued) **S101626956**

Tank Used for: Not reported
Type of Fuel: Not reported
Container Construction Thickness: Not reported
Leak Detection: Not reported

Click here for Geo Tracker PDF:

CA FID UST:
Facility ID: 50000715
Regulated By: UTNKI
Regulated ID: 00028324
Cortese Code: Not reported
SIC Code: Not reported
Facility Phone: 2096321079
Mail To: Not reported
Mailing Address: P O BOX
Mailing Address 2: Not reported
Mailing City,St,Zip: TURLOCK 95380
Contact: Not reported
Contact Phone: Not reported
DUNs Number: Not reported
NPDES Number: Not reported
EPA ID: Not reported
Comments: Not reported
Status: Inactive

B7 **EDR Hist Auto** **1015686848**
South **973 W MAIN ST** **N/A**
< 1/8 **TURLOCK, CA 95380**
0.113 mi.
596 ft. **Site 1 of 7 in cluster B**

Relative:
Lower

Actual:
97 ft.

EDR Historical Auto Stations:
Name: SAV CENTER EXXON
Year: 1999
Address: 973 W MAIN ST

Name: SAV CENTER EXXON
Year: 2000
Address: 973 W MAIN ST

Name: SAV CTR EXXON
Year: 2001
Address: 973 W MAIN ST

Name: CITY SMOG & REPAIR
Year: 2002
Address: 973 W MAIN ST

Name: SAV CTR EXXON
Year: 2003
Address: 973 W MAIN ST

Name: PETES AUTO
Year: 2004
Address: 973 W MAIN ST

(Continued) **1015686848**

Name: SAV CENTER EXXON
Year: 2009
Address: 973 W MAIN ST

B8 South < 1/8 0.113 mi. 596 ft. | **CURTESY OIL COMPANY** | **UST** | **U003783221**
973 WEST MAIN STREET | **N/A**
TURLOCK, CA 95380

Site 2 of 7 in cluster B

Relative: Lower
Actual: 97 ft.

UST:
Facility ID: 50-012-010979
Permitting Agency: STANISLAUS COUNTY
Latitude: 37.494514
Longitude: -120.858873

B9 South < 1/8 0.113 mi. 596 ft. | **CURTESY OIL CO** | **HIST UST EMI** | **U001608812**
973 W MAIN ST | **N/A**
TURLOCK, CA 95380

Site 3 of 7 in cluster B

Relative: Lower
Actual: 97 ft.

HIST UST:
File Number: 00021D30
URL: http://geotracker.waterboards.ca.gov/ustpdfs/pdf/00021D30.pdf
Region: STATE
Facility ID: 00000010979
Facility Type: Gas Station
Other Type: Not reported
Contact Name: CURTIS OLESEN
Telephone: 2096325676
Owner Name: CURTIS L. OLESEN
Owner Address: 973 W. MAIN- P.O. BOX 1610
Owner City,St,Zip: TURLOCK, CA 95381
Total Tanks: 0004

Tank Num: 001
Container Num: 1
Year Installed: 1975
Tank Capacity: 00004000
Tank Used for: PRODUCT
Type of Fuel: UNLEADED
Container Construction Thickness: 3/16
Leak Detection: Stock Inventor

Tank Num: 002
Container Num: 2
Year Installed: 1967
Tank Capacity: 00006000
Tank Used for: PRODUCT
Type of Fuel: UNLEADED
Container Construction Thickness: 1/4
Leak Detection: Stock Inventor

Tank Num: 003
Container Num: 3

CURTESY OIL CO (Continued) **U001608812**

Year Installed:	1967
Tank Capacity:	00008000
Tank Used for:	PRODUCT
Type of Fuel:	REGULAR
Container Construction Thickness:	1/4
Leak Detection:	Stock Inventor

Tank Num:	004
Container Num:	4
Year Installed:	1967
Tank Capacity:	00000500
Tank Used for:	PRODUCT
Type of Fuel:	WASTE OIL
Container Construction Thickness:	12
Leak Detection:	Stock Inventor

Click here for Geo Tracker PDF:

EMI:

Year:	2006
County Code:	50
Air Basin:	SJV
Facility ID:	1852
Air District Name:	SJU
SIC Code:	5541
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0
Reactive Organic Gases Tons/Yr:	0
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

B10 **EXXON SAV-CENTER** **SWEEPS UST** **S101595622**
South **973 W MAIN** **CA FID UST** **N/A**
< 1/8 **TURLOCK, CA 95380**
0.113 mi.
596 ft. **Site 4 of 7 in cluster B**

Relative:
Lower

Actual:
97 ft.

SWEEPS UST:

Status:	Active
Comp Number:	10979
Number:	2
Board Of Equalization:	44-028542
Referral Date:	10-30-91
Action Date:	10-30-91
Created Date:	02-29-88
Owner Tank Id:	1
SWRCB Tank Id:	50-000-010979-000001
Tank Status:	A
Capacity:	4000
Active Date:	07-01-85
Tank Use:	M.V. FUEL
STG:	P

EXXON SAV-CENTER (Continued) **S101595622**

Content: REG UNLEADED
Number Of Tanks: 4

Status: Active
Comp Number: 10979
Number: 2
Board Of Equalization: 44-028542
Referral Date: 10-30-91
Action Date: 10-30-91
Created Date: 02-29-88
Owner Tank Id: 2
SWRCB Tank Id: 50-000-010979-000002
Tank Status: A
Capacity: 6000
Active Date: 07-01-85
Tank Use: M.V. FUEL
STG: P
Content: REG UNLEADED
Number Of Tanks: Not reported

Status: Active
Comp Number: 10979
Number: 2
Board Of Equalization: 44-028542
Referral Date: 10-30-91
Action Date: 10-30-91
Created Date: 02-29-88
Owner Tank Id: 3
SWRCB Tank Id: 50-000-010979-000003
Tank Status: A
Capacity: 8000
Active Date: 07-01-85
Tank Use: M.V. FUEL
STG: P
Content: LEADED
Number Of Tanks: Not reported

Status: Active
Comp Number: 10979
Number: 2
Board Of Equalization: 44-028542
Referral Date: 10-30-91
Action Date: 10-30-91
Created Date: 02-29-88
Owner Tank Id: 4
SWRCB Tank Id: 50-000-010979-000004
Tank Status: A
Capacity: 500
Active Date: 07-01-85
Tank Use: OIL
STG: W
Content: WASTE OIL
Number Of Tanks: Not reported

CA FID UST:
Facility ID: 50001934
Regulated By: UTNKA

EXXON SAV-CENTER (Continued) **S101595622**

Regulated ID:	00010979
Cortese Code:	Not reported
SIC Code:	Not reported
Facility Phone:	2096322944
Mail To:	Not reported
Mailing Address:	P. O. BOX 1610
Mailing Address 2:	Not reported
Mailing City,St,Zip:	TURLOCK 95380
Contact:	Not reported
Contact Phone:	Not reported
DUNs Number:	Not reported
NPDES Number:	Not reported
EPA ID:	Not reported
Comments:	Not reported
Status:	Active

B11 **WEST MAIN ARCO** **LUST** **S104403867**
South **1030 MAIN** **HIST CORTESE** **N/A**
1/8-1/4 **TURLOCK, CA 95380**
0.142 mi.
752 ft. **Site 5 of 7 in cluster B**

Relative:
Lower

Actual:
97 ft.

LUST:

Region:	STATE
Global Id:	T0609900393
Latitude:	37.4951045
Longitude:	-120.8617719
Case Type:	LUST Cleanup Site
Status:	Completed - Case Closed
Status Date:	06/08/2011
Lead Agency:	STANISLAUS COUNTY
Case Worker:	MI
Local Agency:	STANISLAUS COUNTY
RB Case Number:	500456
LOC Case Number:	255
File Location:	Local Agency
Potential Media Affect:	Aquifer used for drinking water supply
Potential Contaminants of Concern:	Gasoline
Site History:	On December 17, 1998, three underground storage tanks (USTs) and six fuel dispensers were removed from the site. All three USTs were removed from a single excavation. TK1, TK2, and TK3 were 2,000, 8,000, and 8,000 gallon capacity tanks, respectively, and previously contained gasoline products. The fuel dispensers were removed from two small separate excavations. Methyl tertiary-butyl ether (MTBE) was detected in soil samples collected from the UST excavation. A low concentration of total xylenes was detected in soil samples collected from the southern fuel dispenser island excavation. Elevated concentrations of benzene, toluene, ethylbenzene, and total xylenes (BTEX), MTBE, and total petroleum hydrocarbons quantified as gasoline (TPHg) were detected in the groundwater sample collected from the UST excavation. Condor Earth Technologies, Inc. (Condor) conducted a groundwater investigation at the site in May 2000 that included the installation of four monitoring wells (MW-1 through MW-4). In November 2001, Condor installed two additional groundwater monitoring wells (MW-5 and MW-6), advanced one soil boring to evaluate the vertical extent of groundwater contamination, and conducted a modified sensitive receptor survey. In September and October 2002, Condor conducted additional groundwater investigation activities at

WEST MAIN ARCO (Continued) **S104403867**

the site. Monitoring well MW-7 was installed on September 30, 2002. Three cone penetrometer testing (CPT) borings (CPT-1 through CPT-3) were advanced to evaluate the subsurface geology and one hydropunch boring (CPT-4) was advanced to obtain discrete depth groundwater samples downgradient from the location of the location of the former USTs. Information obtained from the CPT borings indicated that the subsurface geology consists of interbedded sandy silt, silty sand, silt, and sand. Condor conducted additional groundwater investigation activities on June 26, 2003. Five direct push borings (HP-1 through HP-5) were advanced to collect grab groundwater samples at locations downgradient and offsite from the former USTs. Condor conducted additional groundwater investigation activities on January 30, 2004, which included the advancement of five direct push borings (HP-6 through HP-10) downgradient of the site to collect grab groundwater samples for laboratory analysis. On March 29, 2004, Condor installed one deep monitoring well MW-8 on the site to monitor potential downward migration of contaminants, and two shallow offsite monitoring wells (MW-9 and MW-10) to monitor the lateral downgradient extent of the MTBE plume. Condor described the installation of wells MW-8 through MW-10, and the results of the first quarter 2004 groundwater monitoring in the Monitor Well Installation and First Quarter 2004 Groundwater Monitoring Report dated May 4, 2004. In the report, Condor recommended that remediation efforts should be concentrated to the source area contaminant plume beneath the site, and that the elongate MTBE plume that extends offsite should be monitored to determine if downgradient MTBE concentrations attenuate as the concentrations of contaminants in the source area are reduced. Condor proposed to use ozone injection for remediation of the groundwater contaminant plume beneath the site, and recommended the preparation and submittal of a workplan for source zone remediation. In a letter dated June 25, 2004, Stanislaus County Department of Environmental Resourced (SCDER) concurred with Condors recommendations and directed that a workplan for source remediation be submitted to SCDER. Condor submitted the Ozone Injection System Installation and Pilot Test Workplan dated August 17, 2004. The workplan was approved in the SCDER letter dated August 27, 2004. Condor installed six ozone injection wells and an ozone injection system at the site between May 9, 2005 and August 4, 2005. The ozone injection system began operation on August 4, 2005. On June 23, 2006, offsite monitoring well MW-11 was installed downgradient of the site to monitor the lateral extent of the MTBE plume. Condor conducted additional groundwater investigation activities on September 14, 2007 which included the advancement of four direct push borings (HP-11 through HP-14) downgradient of the site to collect grab groundwater samples for laboratory analysis. On June 23, 2008, groundwater monitoring well MW-12 was installed downgradient of the site. No petroleum hydrocarbon constituents were detected at or above the laboratory reported detection limits in the groundwater sample collected from MW-12. Condor conducted a soil vapor investigation on September 19, 2008. the investigation included the advancement of three direct push borings (SV-1 through SV-3) to a depth of approximately five feet below ground surface (bgs) for the collection of soil vapor samples. Condor discussed the results of the investigation in the Soil Vapor Investigation Report dated October 21, 2008. It was Condors opinion that volatilization of petroleum hydrocarbons from the subsurface to indoor air did not pose a risk to residents of the property south of the site. Volatilization of

WEST MAIN ARCO (Continued) **S104403867**

petroleum hydrocarbons from the subsurface to indoor air should not pose a risk to site employees working in the tire shop building because the concentration of benzene detected in the soil vapor sample collected from the boring outside of the building was below the screening levels for commercial land use. In a letter dated July 28, 2010, SCDER directed a wokplan soil samples to confirm the effectiveness of remedial activities at the site. Condor prepared the Confirmation Soil Sampling Workplan dated August 16, 2010. In a letter dated August 25, 2010, SCDER approved the workplan. On October 7, 2010, a total of four direct push borings (DP1 through DP4) were advanced to a total depth of approximately 15 feet bgs. Three discrete soil samples were collected for laboratory analysis from each boring. No petroleum hydrocarbon constituents were detected at or above the laboratory detection limits in any of the soil samples collected from DP1 through DP4. Based on the results of the confirmation soil samples, no measurable petroleum hydrocarbons remain in the soil at the site. Remedial Action Completion Certificate for the site was issued on June 8, 2011.

Click here to access the California GeoTracker records for this facility:

Contact:

Global Id:	T0609900393
Contact Type:	Regional Board Caseworker
Contact Name:	MICHAEL SMITH
Organization Name:	CENTRAL VALLEY RWQCB (REGION 5S)
Address:	11020 SUN CENTER DRIVE #200
City:	RANCHO CORDOVA
Email:	msmith@waterboards.ca.gov
Phone Number:	Not reported

Global Id:	T0609900393
Contact Type:	Local Agency Caseworker
Contact Name:	AMBER MINAMI
Organization Name:	STANISLAUS COUNTY
Address:	3800 CORNUCOPIA WAY, SUITE C
City:	MODESTO
Email:	aminami@envres.org
Phone Number:	Not reported

Status History:

Global Id:	T0609900393
Status:	Completed - Case Closed
Status Date:	06/08/2011

Global Id:	T0609900393
Status:	Open - Case Begin Date
Status Date:	02/24/1999

Global Id:	T0609900393
Status:	Open - Remediation
Status Date:	08/04/2005

Global Id:	T0609900393
Status:	Open - Site Assessment
Status Date:	04/16/2003

WEST MAIN ARCO (Continued) **S104403867**

Global Id: T0609900393
Status: Open - Verification Monitoring
Status Date: 06/26/2009

Regulatory Activities:

Global Id: T0609900393
Action Type: RESPONSE
Date: 11/01/2010
Action: Monitoring Report - Semi-Annually

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 02/12/2009
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 06/07/2010
Action: Staff Letter

Global Id: T0609900393
Action Type: RESPONSE
Date: 02/01/2011
Action: Monitoring Report - Quarterly

Global Id: T0609900393
Action Type: RESPONSE
Date: 10/09/2009
Action: Well Destruction Report

Global Id: T0609900393
Action Type: RESPONSE
Date: 08/08/2008
Action: Well Installation Report

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 07/17/2007
Action: Staff Letter - #ON FILE

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 02/06/2008
Action: Staff Letter - #ON FILE

Global Id: T0609900393
Action Type: RESPONSE
Date: 06/28/2011
Action: Well Destruction Report

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 03/08/2004
Action: Staff Letter - #on file

Global Id: T0609900393
Action Type: ENFORCEMENT

WEST MAIN ARCO (Continued) **S104403867**

Date: 11/04/2004
Action: File review - #on file

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 11/04/2004
Action: 13267 Monitoring Program - #on file

Global Id: T0609900393
Action Type: RESPONSE
Date: 11/01/2009
Action: Monitoring Report - Semi-Annually

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 07/28/2010
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 06/08/2011
Action: Closure/No Further Action Letter

Global Id: T0609900393
Action Type: RESPONSE
Date: 05/01/2010
Action: Monitoring Report - Semi-Annually

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 10/28/2003
Action: Staff Letter - #on file

Global Id: T0609900393
Action Type: RESPONSE
Date: 08/03/2009
Action: Well Destruction Workplan

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 06/09/2009
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 08/10/2009
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 05/03/2011
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 03/25/2003
Action: Staff Letter - #on file

WEST MAIN ARCO (Continued) **S104403867**

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 02/29/2008
Action: File review

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 04/22/2008
Action: Staff Letter - #ON FILE

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 11/05/2008
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 03/29/2011
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 02/28/2011
Action: LOP Case Closure Summary to RB

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 06/13/2008
Action: Staff Letter - #ON FILE

Global Id: T0609900393
Action Type: Other
Date: 02/24/1999
Action: Leak Discovery

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 11/09/2009
Action: Staff Letter

Global Id: T0609900393
Action Type: REMEDIATION
Date: 08/04/2005
Action: In Situ Physical/Chemical Treatment (other than SVE)

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 11/20/2003
Action: Staff Letter - #on file

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 01/27/2004
Action: Staff Letter - #on file

Global Id: T0609900393
Action Type: Other

WEST MAIN ARCO (Continued) **S104403867**

Date: 02/24/1999
Action: Leak Reported

Global Id: T0609900393
Action Type: RESPONSE
Date: 10/01/2010
Action: Other Report / Document

Global Id: T0609900393
Action Type: RESPONSE
Date: 08/01/2008
Action: Preliminary Site Assessment Workplan

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 03/01/1999
Action: Notice of Responsibility - #on file

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 08/08/2008
Action: Staff Letter

Global Id: T0609900393
Action Type: RESPONSE
Date: 11/10/2010
Action: Soil and Water Investigation Report

Global Id: T0609900393
Action Type: RESPONSE
Date: 10/24/2008
Action: Other Report / Document

Global Id: T0609900393
Action Type: RESPONSE
Date: 01/05/2009
Action: Other Workplan

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 01/12/2011
Action: Notification - Public Participation Document

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 08/25/2010
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 03/25/2003
Action: Staff Letter

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 05/15/2003
Action: * Historical Enforcement - #on file

WEST MAIN ARCO (Continued) **S104403867**

Global Id: T0609900393
Action Type: ENFORCEMENT
Date: 08/29/2003
Action: Staff Letter - #on file

LUST REG 5:
Region: 5
Status: Remedial action (cleanup) Underway
Case Number: 500456
Case Type: Drinking Water Aquifer affected
Substance: GASOLINE
Staff Initials: MTS
Lead Agency: Local
Program: LUST
MTBE Code: 5

HIST CORTESE:
Region: CORTESE
Facility County Code: 50
Reg By: LTNKA
Reg Id: 500456

B12 **JOE MINIT MART - ARCO** **SWEEPS UST** **S101595752**
South **1030 W MAIN ST** **HIST UST** **N/A**
1/8-1/4 **TURLOCK, CA 95380** **CA FID UST**
0.157 mi.
828 ft. **Site 6 of 7 in cluster B**

Relative:
Lower

Actual:
97 ft.

SWEEPS UST:
Status: Active
Comp Number: 12914
Number: 2
Board Of Equalization: 44-028585
Referral Date: 01-24-92
Action Date: 01-24-92
Created Date: 02-29-88
Owner Tank Id: 11
SWRCB Tank Id: 50-000-012914-000001
Tank Status: A
Capacity: 8000
Active Date: 07-01-85
Tank Use: M.V. FUEL
STG: P
Content: LEADED
Number Of Tanks: 3

Status: Active
Comp Number: 12914
Number: 2
Board Of Equalization: 44-028585
Referral Date: 01-24-92
Action Date: 01-24-92
Created Date: 02-29-88
Owner Tank Id: 12
SWRCB Tank Id: 50-000-012914-000002
Tank Status: A

JOE MINIT MART - ARCO (Continued) **S101595752**

Capacity:	8000
Active Date:	07-01-85
Tank Use:	M.V. FUEL
STG:	P
Content:	DIESEL
Number Of Tanks:	Not reported

Status:	Active
Comp Number:	12914
Number:	2
Board Of Equalization:	44-028585
Referral Date:	01-24-92
Action Date:	01-24-92
Created Date:	02-29-88
Owner Tank Id:	13
SWRCB Tank Id:	50-000-012914-000003
Tank Status:	A
Capacity:	2000
Active Date:	07-01-85
Tank Use:	M.V. FUEL
STG:	P
Content:	REG UNLEADED
Number Of Tanks:	Not reported

HIST UST:

File Number:	000220F5
URL:	http://geotracker.waterboards.ca.gov/ustpdfs/pdf/000220F5.pdf
Region:	Not reported
Facility ID:	Not reported
Facility Type:	Not reported
Other Type:	Not reported
Contact Name:	Not reported
Telephone:	Not reported
Owner Name:	Not reported
Owner Address:	Not reported
Owner City,St,Zip:	Not reported
Total Tanks:	Not reported

Tank Num:	Not reported
Container Num:	Not reported
Year Installed:	Not reported
Tank Capacity:	Not reported
Tank Used for:	Not reported
Type of Fuel:	Not reported
Container Construction Thickness:	Not reported
Leak Detection:	Not reported

Click here for Geo Tracker PDF:

CA FID UST:

Facility ID:	50002903
Regulated By:	UTNKA
Regulated ID:	00012914
Cortese Code:	Not reported
SIC Code:	Not reported
Facility Phone:	2096682765

JOE MINIT MART - ARCO (Continued) **S101595752**

Mail To:	Not reported
Mailing Address:	P.O.BOX 369
Mailing Address 2:	Not reported
Mailing City,St,Zip:	TURLOCK 95380
Contact:	Not reported
Contact Phone:	Not reported
DUNs Number:	Not reported
NPDES Number:	Not reported
EPA ID:	Not reported
Comments:	Not reported
Status:	Active

B13 **ESCOBAR RECYCLING** **SWRCY** **S107137203**
South **954 W MAIN ST** **N/A**
1/8-1/4 **TURLOCK, CA 95380**
0.158 mi.
836 ft. **Site 7 of 7 in cluster B**

Relative:
Lower

Actual:
97 ft.

SWRCY:

Reg Id:	147085
Cert Id:	RC147085.001
Mailing Address:	25205 Berkeley Dr Apt A
Mailing City:	Madera
Mailing State:	CA
Mailing Zip Code:	93638
Website:	Not reported
Email:	Not reported
Phone Number:	(559) 232-2404
Grand Father:	N
Rural:	N
Operation Begin Date:	11/01/2011
Aluminium:	Y
Glass:	Y
Plastic:	Y
Bimetal:	Y
Agency:	N/A
Monday Hours Of Operation:	10:00 am - 4:30 pm
Tuesday Hours Of Operation:	10:00 am - 4:30 pm
Wednesday Hours Of Operation:	10:00 am - 4:30 pm
Thursday Hours Of Operation:	10:00 am - 4:30 pm
Friday Hours Of Operation:	10:00 am - 4:30 pm
Saturday Hours Of Operation:	10:00 am - 4:30 pm
Sunday Hours Of Operation:	CLOSED
Organization ID:	140739
Organization Name:	Escobar Recycling

C14 **MURRAY SILACCI** **SWEEPS UST** **S101627015**
ENE **685 PARK ST** **CA FID UST** **N/A**
1/8-1/4 **TURLOCK, CA 95380**
0.197 mi.
1041 ft. **Site 1 of 2 in cluster C**

Relative:
Higher

Actual:
100 ft.

SWEEPS UST:

Status:	Not reported
Comp Number:	35513
Number:	Not reported

MURRAY SILACCI (Continued) **S101627015**

Board Of Equalization: 44-028762
Referral Date: Not reported
Action Date: Not reported
Created Date: Not reported
Owner Tank Id: Not reported
SWRCB Tank Id: 50-000-035513-000001
Tank Status: Not reported
Capacity: 350
Active Date: Not reported
Tank Use: M.V. FUEL
STG: PRODUCT
Content: DIESEL
Number Of Tanks: 2

Status: Not reported
Comp Number: 35513
Number: Not reported
Board Of Equalization: 44-028762
Referral Date: Not reported
Action Date: Not reported
Created Date: Not reported
Owner Tank Id: Not reported
SWRCB Tank Id: 50-000-035513-000002
Tank Status: Not reported
Capacity: 350
Active Date: Not reported
Tank Use: M.V. FUEL
STG: PRODUCT
Content: REG UNLEADED
Number Of Tanks: Not reported

CA FID UST:
Facility ID: 50003558
Regulated By: UTNKA
Regulated ID: 00035513
Cortese Code: Not reported
SIC Code: Not reported
Facility Phone: Not reported
Mail To: Not reported
Mailing Address: 685 PARK ST
Mailing Address 2: Not reported
Mailing City,St,Zip: TURLOCK 95380
Contact: Not reported
Contact Phone: Not reported
DUNs Number: Not reported
NPDES Number: Not reported
EPA ID: Not reported
Comments: Not reported
Status: Active

C15 ENE 1/8-1/4 0.197 mi. 1041 ft. | **MURRAY SILACCI**
685 PARK ST
TURLOCK, CA 95380

HIST UST | **U001608764**
N/A

Site 2 of 2 in cluster C

Relative: Higher

Actual: 100 ft.

HIST UST:

File Number:	00022713
URL:	http://geotracker.waterboards.ca.gov/ustpdfs/pdf/00022713.pdf
Region:	STATE
Facility ID:	00000035513
Facility Type:	Other
Other Type:	RESIDENCE
Contact Name:	Not reported
Telephone:	0000000000
Owner Name:	MURRAY SILACCI
Owner Address:	685 PARK ST
Owner City,St,Zip:	TURLOCK, CA 95380
Total Tanks:	0002
Tank Num:	001
Container Num:	1
Year Installed:	1979
Tank Capacity:	00000350
Tank Used for:	PRODUCT
Type of Fuel:	DIESEL
Container Construction Thickness:	12
Leak Detection:	None
Tank Num:	002
Container Num:	2
Year Installed:	1976
Tank Capacity:	00000350
Tank Used for:	PRODUCT
Type of Fuel:	UNLEADED
Container Construction Thickness:	12
Leak Detection:	Pressure Test

Click here for Geo Tracker PDF:

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16 SE 1/8-1/4 0.199 mi. 1053 ft. | **MIKE RASMUSSEN**
790 W MAIN
TURLOCK, CA 95380

SWEEPS UST
CA FID UST | **S101595560**
N/A

Relative: Lower

Actual: 98 ft.

SWEEPS UST:

Status:	Not reported
Comp Number:	71375
Number:	Not reported
Board Of Equalization:	Not reported
Referral Date:	Not reported
Action Date:	Not reported
Created Date:	Not reported
Owner Tank Id:	Not reported
SWRCB Tank Id:	Not reported
Tank Status:	Not reported
Capacity:	Not reported
Active Date:	Not reported
Tank Use:	Not reported

MIKE RASMUSSEN (Continued) **S101595560**

STG: Not reported
Content: Not reported
Number Of Tanks: Not reported

CA FID UST:
Facility ID: 50000562
Regulated By: UTNKI
Regulated ID: Not reported
Cortese Code: Not reported
SIC Code: Not reported
Facility Phone: 2095440718
Mail To: Not reported
Mailing Address: 938 W MONTE CT
Mailing Address 2: Not reported
Mailing City,St,Zip: TURLOCK 95380
Contact: Not reported
Contact Phone: Not reported
DUNs Number: Not reported
NPDES Number: Not reported
EPA ID: Not reported
Comments: Not reported
Status: Inactive

17
WSW
1/4-1/2
0.389 mi.
2053 ft.

CIRCLE K # 1940 **LUST** **S106567892**
1600 MAIN **N/A**
TURLOCK, CA 95380

Relative:
Lower

Actual:
97 ft.

LUST:
Region: STATE
Global Id: T0609925545
Latitude: 37.492357
Longitude: -120.86764
Case Type: LUST Cleanup Site
Status: Completed - Case Closed
Status Date: 07/01/2008
Lead Agency: STANISLAUS COUNTY
Case Worker: ND
Local Agency: STANISLAUS COUNTY
RB Case Number: 500063
LOC Case Number: 485
File Location: Local Agency
Potential Media Affect: Aquifer used for drinking water supply
Potential Contaminants of Concern: MTBE / TBA / Other Fuel Oxygenates, Alcohols
Site History: Not reported

Click here to access the California GeoTracker records for this facility:

Contact:
Global Id: T0609925545
Contact Type: Regional Board Caseworker
Contact Name: MICHAEL SMITH
Organization Name: CENTRAL VALLEY RWQCB (REGION 5S)
Address: 11020 SUN CENTER DRIVE #200
City: RANCHO CORDOVA
Email: msmith@waterboards.ca.gov
Phone Number: Not reported

CIRCLE K # 1940 (Continued) **S106567892**

Global Id: T0609925545
Contact Type: Local Agency Caseworker
Contact Name: NICOLE DAMIN
Organization Name: STANISLAUS COUNTY
Address: 3800 CORNUCOPIA WAY STE# C
City: MODESTO
Email: ndamin@envres.org
Phone Number: Not reported

Status History:
Global Id: T0609925545
Status: Completed - Case Closed
Status Date: 07/01/2008

Global Id: T0609925545
Status: Open - Case Begin Date
Status Date: 04/07/2004

Global Id: T0609925545
Status: Open - Site Assessment
Status Date: 08/06/2004

Regulatory Activities:
Global Id: T0609925545
Action Type: Other
Date: 04/07/2004
Action: Leak Began

Global Id: T0609925545
Action Type: ENFORCEMENT
Date: 08/20/2004
Action: Notice of Responsibility - #on file

Global Id: T0609925545
Action Type: ENFORCEMENT
Date: 06/08/2007
Action: Technical Correspondence / Assistance / Other - #ON FILE

Global Id: T0609925545
Action Type: ENFORCEMENT
Date: 04/04/2008
Action: Staff Letter - #ON FILE

Global Id: T0609925545
Action Type: Other
Date: 04/07/2004
Action: Leak Discovery

Global Id: T0609925545
Action Type: ENFORCEMENT
Date: 07/01/2008
Action: Closure/No Further Action Letter - #ON FILE

Global Id: T0609925545
Action Type: Other
Date: 05/17/2004

CIRCLE K # 1940 (Continued) **S106567892**

Action: Leak Reported

Global Id: T0609925545
Action Type: ENFORCEMENT
Date: 01/25/2008
Action: LOP Case Closure Summary to RB - #ON FILE

Global Id: T0609925545
Action Type: ENFORCEMENT
Date: 12/27/2007
Action: Notification - Public Participation Document

Global Id: T0609925545
Action Type: ENFORCEMENT
Date: 02/13/2008
Action: LOP Case Closure Summary to RB - #ON FILE

LUST REG 5:
Region: 5
Status: Case Closed
Case Number: 500063
Case Type: Drinking Water Aquifer affected
Substance: Not reported
Staff Initials: MTS
Lead Agency: Local
Program: LUST
MTBE Code: N/A

D18 **INTERNATIONAL PAPER CO LPC** **SEMS-ARCHIVE** **1015732678**
SW **1500 W MAIN ST** **RCRA NonGen / NLR** **CAD009147174**
1/4-1/2 **TURLOCK, CA 95380**
0.391 mi.
2062 ft. **Site 1 of 2 in cluster D**

Relative:
Lower

Actual:
97 ft.

SEMS-ARCHIVE:
Site ID: 901169
EPA ID: CAD009147174
Federal Facility: N
NPL: Not on the NPL
Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

Following information was gathered from the prior CERCLIS update completed in 10/2013:
Site ID: 0901169
Federal Facility: Not a Federal Facility
NPL Status: Not on the NPL
Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS-NFRAP Site Contact Details:
Contact Sequence ID: 13289594.00000
Person ID: 13003854.00000

Contact Sequence ID: 13295189.00000
Person ID: 13003858.00000

Contact Sequence ID: 13301047.00000
Person ID: 13004003.00000

INTERNATIONAL PAPER CO LPC (Continued) **1015732678**

CERCLIS-NFRAP Assessment History:

Action:	DISCOVERY
Date Started:	/ /
Date Completed:	06/01/86
Priority Level:	Not reported
Action:	ARCHIVE SITE
Date Started:	/ /
Date Completed:	11/01/87
Priority Level:	Not reported
Action:	PRELIMINARY ASSESSMENT
Date Started:	/ /
Date Completed:	11/01/87
Priority Level:	NFRAP-Site does not qualify for the NPL based on existing information

RCRA NonGen / NLR:

Date form received by agency:	07/01/2013
Facility name:	EVERGREEN PACKAGING
Facility address:	1500 W MAIN ST TURLOCK, CA 95380
EPA ID:	CAD009147174
Contact:	MARK MCVEIGH
Contact address:	1500 W MAIN ST TURLOCK, CA 95380
Contact country:	US
Contact telephone:	209-664-3403
Contact email:	MARK.MCVEIGH@EVERPACK.COM
EPA Region:	09
Land type:	Private
Classification:	Non-Generator
Description:	Handler: Non-Generators do not presently generate hazardous waste

Owner/Operator Summary:

Owner/operator name:	EVERGREEN PACKAGING LLC DBA
Owner/operator address:	1500 W MAIN ST TURLOCK, CA 95380
Owner/operator country:	US
Owner/operator telephone:	209-664-3403
Legal status:	Private
Owner/Operator Type:	Owner
Owner/Op start date:	02/28/2013
Owner/Op end date:	Not reported
Owner/operator name:	EVERGREEN BEVERAGE PACKAGING
Owner/operator address:	Not reported Not reported
Owner/operator country:	US
Owner/operator telephone:	Not reported
Legal status:	Private
Owner/Operator Type:	Operator
Owner/Op start date:	02/01/2007
Owner/Op end date:	Not reported

Handler Activities Summary:

INTERNATIONAL PAPER CO LPC (Continued) **1015732678**

U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No
Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Historical Generators:
Date form received by agency: 02/04/2013
Site name: EVERGREEN BEVERAGE PACKAGING
Classification: Small Quantity Generator

. Waste code: 141
. Waste name: 141

. Waste code: 181
. Waste name: 181

. Waste code: 223
. Waste name: 223

. Waste code: 331
. Waste name: 331

. Waste code: 352
. Waste name: 352

. Waste code: 491
. Waste name: 491

. Waste code: 512
. Waste name: 512

. Waste code: 513
. Waste name: 513

. Waste code: D001
. Waste name: IGNITABLE WASTE

. Waste code: D002
. Waste name: CORROSIVE WASTE

. Waste code: D009
. Waste name: MERCURY

Date form received by agency: 01/30/2013
Site name: EVERGREEN BEVERAGE PACKAGING
Classification: Small Quantity Generator

INTERNATIONAL PAPER CO LPC (Continued) **1015732678**

. Waste code: 141
. Waste name: 141

. Waste code: 181
. Waste name: 181

. Waste code: 223
. Waste name: 223

. Waste code: 331
. Waste name: 331

. Waste code: 352
. Waste name: 352

. Waste code: 491
. Waste name: 491

. Waste code: 512
. Waste name: 512

. Waste code: 513
. Waste name: 513

. Waste code: D001
. Waste name: IGNITABLE WASTE

. Waste code: D002
. Waste name: CORROSIVE WASTE

. Waste code: D009
. Waste name: MERCURY

Date form received by agency: 09/01/1996
Site name: INTERNATIONAL PAPER COMPANY LPD
Classification: Large Quantity Generator

Date form received by agency: 09/01/1996
Site name: INTERNATIONAL PAPER COMPANY LPD
Classification: Small Quantity Generator

Date form received by agency: 08/18/1980
Site name: INTERNATIONAL PAPER COMPANY LPD
Classification: Large Quantity Generator

Facility Has Received Notices of Violations:
Regulation violated: Not reported
Area of violation: LDR - General
Date violation determined: 02/07/1989
Date achieved compliance: 04/10/1989
Violation lead agency: State
Enforcement action: WRITTEN INFORMAL
Enforcement action date: 03/23/1989
Enf. disposition status: Not reported
Enf. disp. status date: Not reported
Enforcement lead agency: State
Proposed penalty amount: Not reported

INTERNATIONAL PAPER CO LPC (Continued) **1015732678**

Final penalty amount: Not reported
Paid penalty amount: Not reported

Evaluation Action Summary:
Evaluation date: 02/07/1989
Evaluation: FOCUSED COMPLIANCE INSPECTION
Area of violation: LDR - General
Date achieved compliance: 04/10/1989
Evaluation lead agency: State

D19
SW
1/4-1/2
0.391 mi.
2062 ft.

INTERNATIONAL PAPER **HIST CORTESE** **S110060687**
1500 MAIN **N/A**
TURLOCK, CA 95380

Site 2 of 2 in cluster D

Relative:
Lower

Actual:
97 ft.

HIST CORTESE:
Region: CORTESE
Facility County Code: 50
Reg By: LTNKA
Reg Id: 500037

20
NNE
1/4-1/2
0.427 mi.
2257 ft.

TID CORPORATION YARD **LUST** **S100216615**
901 BROADWAY **CHMIRS** **N/A**
TURLOCK, CA 95380 **HIST CORTESE**

Relative:
Higher

Actual:
102 ft.

LUST:
Region: STATE
Global Id: T0609900059
Latitude: 37.5016635
Longitude: -120.8573228
Case Type: LUST Cleanup Site
Status: Completed - Case Closed
Status Date: 08/05/1997
Lead Agency: STANISLAUS COUNTY
Case Worker: ND
Local Agency: STANISLAUS COUNTY
RB Case Number: 500067
LOC Case Number: 39
File Location: Not reported
Potential Media Affect: Aquifer used for drinking water supply
Potential Contaminants of Concern: Gasoline
Site History: Not reported

Click here to access the California GeoTracker records for this facility:

Contact:
Global Id: T0609900059
Contact Type: Regional Board Caseworker
Contact Name: MICHAEL SMITH
Organization Name: CENTRAL VALLEY RWQCB (REGION 5S)
Address: 11020 SUN CENTER DRIVE #200
City: RANCHO CORDOVA
Email: msmith@waterboards.ca.gov
Phone Number: Not reported

TID CORPORATION YARD (Continued) **S100216615**

Global Id: T0609900059
Contact Type: Local Agency Caseworker
Contact Name: NICOLE DAMIN
Organization Name: STANISLAUS COUNTY
Address: 3800 CORNUCOPIA WAY STE# C
City: MODESTO
Email: ndamin@envres.org
Phone Number: Not reported

Status History:
Global Id: T0609900059
Status: Completed - Case Closed
Status Date: 08/05/1997

Global Id: T0609900059
Status: Open - Case Begin Date
Status Date: 06/30/1987

Regulatory Activities:
Global Id: T0609900059
Action Type: ENFORCEMENT
Date: 08/05/1997
Action: Closure/No Further Action Letter

Global Id: T0609900059
Action Type: ENFORCEMENT
Date: 07/11/1988
Action: Notice of Violation

Global Id: T0609900059
Action Type: REMEDIATION
Date: 04/27/1993
Action: Pump & Treat (P&T) Groundwater

Global Id: T0609900059
Action Type: Other
Date: 06/30/1987
Action: Leak Reported

LUST REG 5:
Region: 5
Status: Case Closed
Case Number: 500067
Case Type: Drinking Water Aquifer affected
Substance: GASOLINE
Staff Initials: MTS
Lead Agency: Local
Program: LUST
MTBE Code: N/A

CHMIRS:
OES Incident Number: 804134
OES notification: Not reported
OES Date: Not reported

TID CORPORATION YARD (Continued) **S100216615**

OES Time:	Not reported
Date Completed:	**17-DEC-88**
Property Use:	800
Agency Id Number:	50707
Agency Incident Number:	0
Time Notified:	1005
Time Completed:	1200
Surrounding Area:	400
Estimated Temperature:	50
Property Management:	P
More Than Two Substances Involved?:	N
Resp Agncy Personel # Of Decontaminated:	Not reported
Responding Agency Personel # Of Injuries:	Not reported
Responding Agency Personel # Of Fatalities:	Not reported
Others Number Of Decontaminated:	Not reported
Others Number Of Injuries:	Not reported
Others Number Of Fatalities:	Not reported
Vehicle Make/year:	Not reported
Vehicle License Number:	Not reported
Vehicle State:	Not reported
Vehicle Id Number:	Not reported
CA DOT PUC/ICC Number:	Not reported
Company Name:	Not reported
Reporting Officer Name/ID:	B BRADLEY #33
Report Date:	19-DEC-88
Facility Telephone:	209 525-4150
Waterway Involved:	Not reported
Waterway:	Not reported
Spill Site:	Not reported
Cleanup By:	Not reported
Containment:	Not reported
What Happened:	Not reported
Type:	Not reported
Measure:	Not reported
Other:	Not reported
Date/Time:	Not reported
Year:	88-92
Agency:	Not reported
Incident Date:	17-DEC-88
Admin Agency:	Not reported
Amount:	Not reported
Contained:	Not reported
Site Type:	Not reported
E Date:	26-MAY-89
Substance:	Not reported
Unknown:	Not reported
Substance #2:	Not reported
Substance #3:	Not reported
Evacuations:	Not reported
Number of Injuries:	Not reported
Number of Fatalities:	Not reported
#1 Pipeline:	Not reported
#2 Pipeline:	Not reported
#3 Pipeline:	Not reported
#1 Vessel >= 300 Tons:	Not reported
#2 Vessel >= 300 Tons:	Not reported
#3 Vessel >= 300 Tons:	Not reported

TID CORPORATION YARD (Continued) **S100216615**

Evacs:	Not reported
Injuries:	Not reported
Fatals:	Not reported
Comments:	Y
Description:	Not reported

HIST CORTESE:

Region:	CORTESE
Facility County Code:	50
Reg By:	LTNKA
Reg Id:	500067

---

21 NNE 1/4-1/2 0.440 mi. 2323 ft. **TURLOCK FAIRGROUNDS** **LUST** **S104403794**
900 BROADWAY **HIST CORTESE** **N/A**
TURLOCK, CA 95380

Relative: Higher

Actual: 101 ft.

LUST:

Region:	STATE
Global Id:	T0609900111
Latitude:	37.502794
Longitude:	-120.859247
Case Type:	LUST Cleanup Site
Status:	Completed - Case Closed
Status Date:	06/18/1996
Lead Agency:	STANISLAUS COUNTY
Case Worker:	ND
Local Agency:	STANISLAUS COUNTY
RB Case Number:	500128
LOC Case Number:	89
File Location:	Not reported
Potential Media Affect:	Aquifer used for drinking water supply
Potential Contaminants of Concern:	Gasoline
Site History:	Not reported

Click here to access the California GeoTracker records for this facility:

Contact:

Global Id:	T0609900111
Contact Type:	Regional Board Caseworker
Contact Name:	MICHAEL SMITH
Organization Name:	CENTRAL VALLEY RWQCB (REGION 5S)
Address:	11020 SUN CENTER DRIVE #200
City:	RANCHO CORDOVA
Email:	msmith@waterboards.ca.gov
Phone Number:	Not reported

Global Id:	T0609900111
Contact Type:	Local Agency Caseworker
Contact Name:	NICOLE DAMIN
Organization Name:	STANISLAUS COUNTY
Address:	3800 CORNUCOPIA WAY STE# C
City:	MODESTO
Email:	ndamin@envres.org
Phone Number:	Not reported

TURLOCK FAIRGROUNDS (Continued) **S104403794**

Status History:

Global Id:	T0609900111
Status:	Completed - Case Closed
Status Date:	06/18/1996
Global Id:	T0609900111
Status:	Open - Case Begin Date
Status Date:	03/03/1989

Regulatory Activities:

Global Id:	T0609900111
Action Type:	Other
Date:	03/03/1989
Action:	Leak Reported
Global Id:	T0609900111
Action Type:	REMEDIATION
Date:	08/16/1989
Action:	Not reported
Global Id:	T0609900111
Action Type:	ENFORCEMENT
Date:	06/14/1989
Action:	Notice of Responsibility

LUST REG 5:

Region:	5
Status:	Case Closed
Case Number:	500128
Case Type:	Drinking Water Aquifer affected
Substance:	GASOLINE
Staff Initials:	MTS
Lead Agency:	Local
Program:	LUST
MTBE Code:	N/A

HIST CORTESE:

Region:	CORTESE
Facility County Code:	50
Reg By:	LTNKA
Reg Id:	500128

22
SW
1/4-1/2
0.478 mi.
2523 ft.

PACIFIC PRIDE / CARDLOCK FACILITY **LUST** **S105940420**
309 S TULLY **N/A**
TURLOCK, CA 95380

Relative:
Lower

Actual:
97 ft.

LUST:

Region:	STATE
Global Id:	T0609916533
Latitude:	37.490043
Longitude:	-120.867532
Case Type:	LUST Cleanup Site
Status:	Completed - Case Closed

PACIFIC PRIDE / CARDLOCK FACILITY (Continued) **S105940420**

Status Date:	08/22/2013
Lead Agency:	STANISLAUS COUNTY
Case Worker:	MI
Local Agency:	STANISLAUS COUNTY
RB Case Number:	500530
LOC Case Number:	487
File Location:	Local Agency
Potential Media Affect:	Aquifer used for drinking water supply
Potential Contaminants of Concern:	MTBE / TBA / Other Fuel Oxygenates, Xylene
Site History:	Not reported

Click here to access the California GeoTracker records for this facility:

Contact:

Global Id:	T0609916533
Contact Type:	Regional Board Caseworker
Contact Name:	MICHAEL SMITH
Organization Name:	CENTRAL VALLEY RWQCB (REGION 5S)
Address:	11020 SUN CENTER DRIVE #200
City:	RANCHO CORDOVA
Email:	msmith@waterboards.ca.gov
Phone Number:	Not reported

Global Id:	T0609916533
Contact Type:	Local Agency Caseworker
Contact Name:	AMBER MINAMI
Organization Name:	STANISLAUS COUNTY
Address:	3800 CORNUCOPIA WAY, SUITE C
City:	MODESTO
Email:	aminami@envres.org
Phone Number:	Not reported

Status History:

Global Id:	T0609916533
Status:	Completed - Case Closed
Status Date:	08/22/2013

Global Id:	T0609916533
Status:	Open - Case Begin Date
Status Date:	06/29/2004

Global Id:	T0609916533
Status:	Open - Eligible for Closure
Status Date:	01/28/2013

Global Id:	T0609916533
Status:	Open - Eligible for Closure
Status Date:	01/28/2013

Global Id:	T0609916533
Status:	Open - Remediation
Status Date:	01/02/2007

Global Id:	T0609916533
Status:	Open - Site Assessment
Status Date:	09/28/2004

PACIFIC PRIDE / CARDLOCK FACILITY (Continued) **S105940420**

Global Id: T0609916533
Status: Open - Site Assessment
Status Date: 01/01/2005

Global Id: T0609916533
Status: Open - Site Assessment
Status Date: 03/01/2005

Global Id: T0609916533
Status: Open - Verification Monitoring
Status Date: 11/25/2009

Regulatory Activities:
Global Id: T0609916533
Action Type: Other
Date: 06/29/2004
Action: Leak Began

Global Id: T0609916533
Action Type: RESPONSE
Date: 02/01/2010
Action: Monitoring Report - Semi-Annually

Global Id: T0609916533
Action Type: RESPONSE
Date: 02/01/2011
Action: Monitoring Report - Semi-Annually

Global Id: T0609916533
Action Type: RESPONSE
Date: 08/01/2009
Action: Monitoring Report - Semi-Annually

Global Id: T0609916533
Action Type: RESPONSE
Date: 08/01/2010
Action: Monitoring Report - Semi-Annually

Global Id: T0609916533
Action Type: RESPONSE
Date: 08/01/2011
Action: Monitoring Report - Semi-Annually

Global Id: T0609916533
Action Type: RESPONSE
Date: 07/20/2009
Action: Well Installation Report

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 12/29/2008
Action: Staff Letter

Global Id: T0609916533
Action Type: REMEDIATION
Date: 01/15/2008
Action: In Situ Physical/Chemical Treatment (other than SVE)

PACIFIC PRIDE / CARDLOCK FACILITY (Continued) **S105940420**

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 01/04/2008
Action: Staff Letter - #ON FILE

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 07/14/2011
Action: Staff Letter

Global Id: T0609916533
Action Type: RESPONSE
Date: 04/15/2009
Action: Other Workplan - Regulator Responded

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 09/28/2004
Action: Notice of Responsibility - #on file

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 01/11/2008
Action: Site Visit / Inspection / Sampling

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 12/04/2008
Action: Staff Letter

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 12/10/2008
Action: File review

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 12/08/2005
Action: * Historical Enforcement - #ON FILE

Global Id: T0609916533
Action Type: RESPONSE
Date: 06/28/2011
Action: Other Workplan - Regulator Responded

Global Id: T0609916533
Action Type: REMEDIATION
Date: 01/02/2007
Action: Soil Vapor Extraction (SVE)

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 04/11/2013
Action: Staff Letter

Global Id: T0609916533
Action Type: ENFORCEMENT

PACIFIC PRIDE / CARDLOCK FACILITY (Continued) **S105940420**

Date: 04/08/2009
Action: Staff Letter

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 10/11/2011
Action: Notification - Public Notice of Case Closure

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 12/28/2006
Action: Technical Correspondence / Assistance / Other - #on file

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 04/02/2008
Action: Staff Letter - #ON FILE

Global Id: T0609916533
Action Type: RESPONSE
Date: 04/30/2013
Action: Well Destruction Workplan - Regulator Responded

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 08/22/2013
Action: Closure/No Further Action Letter

Global Id: T0609916533
Action Type: Other
Date: 06/29/2004
Action: Leak Discovery

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 10/19/2009
Action: Staff Letter

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 12/08/2008
Action: Staff Letter

Global Id: T0609916533
Action Type: Other
Date: 09/16/2004
Action: Leak Reported

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 05/07/2012
Action: Staff Letter

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 01/28/2013
Action: LOP Case Closure Summary to RB

PACIFIC PRIDE / CARDLOCK FACILITY (Continued) **S105940420**

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 03/04/2013
Action: Staff Letter

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 05/28/2008
Action: File review

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 09/02/2008
Action: File review

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 01/28/2013
Action: Notification - Fee Title Owners Notice

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 03/04/2008
Action: Staff Letter - #ON FILE

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 05/17/2011
Action: Staff Letter

Global Id: T0609916533
Action Type: ENFORCEMENT
Date: 08/09/2010
Action: Staff Letter

LUST REG 5:
Region: 5
Status: Pollution Characterization
Case Number: 500530
Case Type: Drinking Water Aquifer affected
Substance: Not reported
Staff Initials: MTS
Lead Agency: Local
Program: LUST
MTBE Code: N/A

23
ENE
1/2-1
0.570 mi.
3011 ft.

BRIGHT CLEANERS **ENVIROSTOR** **1000483046**
691 NORTH GOLDEN STATE BOULEVARD **N/A**
TURLOCK, CA 95380

Relative:
Higher

Actual:
102 ft.

ENVIROSTOR:
Facility ID: 50720002
Status: No Further Action
Status Date: 10/12/1993

BRIGHT CLEANERS (Continued) **1000483046**

Site Code: Not reported
Site Type: Historical
Site Type Detailed: * Historical
Acres: Not reported
NPL: NO
Regulatory Agencies: NONE SPECIFIED
Lead Agency: NONE SPECIFIED
Program Manager: Not reported
Supervisor: Not reported
Division Branch: Cleanup Sacramento
Assembly: 12
Senate: 08
Special Program: Not reported
Restricted Use: NO
Site Mgmt Req: NONE SPECIFIED
Funding: Not reported
Latitude: 37.50222
Longitude: -120.8511
APN: NONE SPECIFIED
Past Use: DRY CLEANING
Potential COC: Tetrachloroethylene (PCE
Confirmed COC: Tetrachloroethylene (PCE
Potential Description: OTH
Alias Name: CAD983579608
Alias Type: EPA Identification Number
Alias Name: 50720002
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 01/27/1993
Comments: PEA low priority. PCE detected in two municipal wells. RWQCB had requested monitoring of water quality for one year. RWQCB discontinued sampling in 1992. EPA Preliminary Assessment showed no PCE in groundwater and detected .8 ppb in one soil boring. EPA recommends no further action under CERCLA (12-92).

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 08/07/1991
Comments: RWQCB has been overseeing site investigation of several dry cleaners in Turlock in response to PCE contamination of the gw. Bright Cleaners site assessment showed 1 ppb in MW's. Bright Cleaners is currently required to do quarterly monitoring for one year. Recommend pending status RWQCB lead.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Preliminary Assessment Report
Completed Date: 08/08/1991
Comments: HRS Scoring Package recommends further investigation.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported

BRIGHT CLEANERS (Continued) **1000483046**

Future Due Date:	Not reported
Schedule Area Name:	Not reported
Schedule Sub Area Name:	Not reported
Schedule Document Type:	Not reported
Schedule Due Date:	Not reported
Schedule Revised Date:	Not reported

E24 **ASR (OEW)** **UXO** **1018150029**
North **N/A**
1/2-1 **TURLOCK, CA**
0.591 mi.
3123 ft. **Site 1 of 2 in cluster E**

Relative:
Higher

Actual:
101 ft.

UXO:

DoD Component:	FUDS
Sort Order:	5
Installation Name:	TURLOCK REHABILITATION CENTER
Facility Address 2:	Not reported
Site ID:	01OEW
Site Type:	Unexploded Munitions and Ordnance Area
Latitude:	37.504167
Longitude:	-120.861111

E25 **TURLOCK REHABILITATION CENTER** **FUDS** **1007372610**
North **N/A**
1/2-1 **TURLOCK, CA**
0.591 mi.
3123 ft. **Site 2 of 2 in cluster E**

Relative:
Higher

Actual:
101 ft.

FUDS:

EPA Region:	09
Congressional District:	10
FUDS Number:	J09CA0982
State:	CA
Facility Name:	TURLOCK REHABILITATION CENTER
Fiscal Year:	2013
City:	TURLOCK
Federal Facility ID:	CA9799F5885
Telephone:	916-557-7461
INST ID:	57508
County:	STANISLAUS
RAB:	Not reported
CORPS_DIST:	Sacramento District (SPK)
NPL Status:	Not Listed
CTC:	347.69999999999999
Current Owner:	Other Federal Government; Private Sector
Future Prog:	Not reported
Description:	Former Turlock Rehabilitation Center (the Site) comprises 131.42 acres in Stanislaus County, California, and is located 11.8 miles southeast of Modesto, within the San Joaquin Valley. The coordinates for the Site are 3730' 07 North and 12051' 28 West and a recent aerial photograph of the Site region can be viewed using Google Earth (http://earth.google.com/) or similar mapping program.
Current Program:	Not reported
History:	During 1942 and 1943, the United States acquired fee title to 19.27 acres of land by a Declaration of Taking. During the same period of

TURLOCK REHABILITATION CENTER (Continued) **1007372610**

time, the United States obtained leases for a total of 111.81 acres of land and fee titles for easements totaling 0.33 acre of land. The total acquisition was 131.41 acres of land. The Site was acquired by the War Department for use as a Japanese American receiving center and Internment camp and later as a rehabilitation center for Army prisoners. Improvements to the Site included barracks, latrine and laundry facilities, septic systems, and military buildings. In 1946, accountability of 19.6 acres was assumed by the Federal Farm Mortgage Corporation. The lease on the remaining 111.81 acres of land was terminated for a total disposal of 131.41 acres.

Latitude Degree:	37
Latitude Minute:	30
Latitude Second:	15
Latitude Direction:	N
Longitude Degree:	-120
Longitude Minute:	52
Longitude Second:	40
Longitude Direction:	E

FUDS:

Inst ID:	57508
FUDS Number:	J09CA0982
Facility Name:	Turlock Rehabilitation Center
PHASE:	2
ARC:	Y
DIST:	SPK
MMRP:	Y
MRA ID:	1

F26 **DU-RITE CLEANERS** **ENVIROSTOR** **1000363037**
East **141 NORTH CENTER** **SLIC** **N/A**
1/2-1 **TURLOCK, CA 95380** **FINDS**
0.792 mi. **DRYCLEANERS**
4182 ft. **Site 1 of 2 in cluster F** **ECHO**

Relative:
Higher

Actual:
104 ft.

ENVIROSTOR:

Facility ID:	50720004
Status:	Refer: RWQCB
Status Date:	08/07/1991
Site Code:	100453
Site Type:	Evaluation
Site Type Detailed:	Evaluation
Acres:	1
NPL:	NO
Regulatory Agencies:	NONE SPECIFIED
Lead Agency:	NONE SPECIFIED
Program Manager:	Not reported
Supervisor:	Referred - Not Assigned
Division Branch:	Cleanup Sacramento
Assembly:	12
Senate:	08
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	Not reported
Latitude:	37.49777
Longitude:	-120.8466

DU-RITE CLEANERS (Continued) **1000363037**

APN:	NONE SPECIFIED
Past Use:	NONE SPECIFIED
Potential COC:	NONE SPECIFIED
Confirmed COC:	NONE SPECIFIED
Potential Description:	NONE SPECIFIED
Alias Name:	CAD981615024
Alias Type:	EPA Identification Number
Alias Name:	110002724669
Alias Type:	EPA (FRS #)
Alias Name:	SLT5S1293169
Alias Type:	GeoTracker Global ID
Alias Name:	100453
Alias Type:	Project Code (Site Code)
Alias Name:	50720004
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Site Screening
Completed Date:	08/07/1991
Comments:	USEPA completed a preliminary assessment (PA). Perchloroethylene (PCE) was originally detected in municipal wells in 1985. RWQCB began investigation in 1988. Samples of separator water contained 150,000 parts per billion (ppb). Soil gas survey at various dry cleaners in Turlock which showed background of 7,000 counts while near this facility 246,000 counts. Field Inspection Team (FIT) recommend Screening Site Inspection high priority under CERCLA due to ovserved release to drinking water. RWQCB has drafted a Cleanup and Abatement order. Recommend pending status - RWQCB lead.
Future Area Name:	Not reported
Future Sub Area Name:	Not reported
Future Document Type:	Not reported
Future Due Date:	Not reported
Schedule Area Name:	Not reported
Schedule Sub Area Name:	Not reported
Schedule Document Type:	Not reported
Schedule Due Date:	Not reported
Schedule Revised Date:	Not reported

SLIC:

Region:	STATE
Facility Status:	**Open - Inactive**
Status Date:	04/02/1991
Global Id:	SLT5S1293169
Lead Agency:	CENTRAL VALLEY RWQCB (REGION 5S)
Lead Agency Case Number:	Not reported
Latitude:	37.498334
Longitude:	-120.847745
Case Type:	Cleanup Program Site
Case Worker:	MLP
Local Agency:	Not reported
RB Case Number:	SLT5S129
File Location:	Not reported
Potential Media Affected:	Under Investigation
Potential Contaminants of Concern:	Not reported

DU-RITE CLEANERS (Continued) **1000363037**

Site History: Not reported

Click here to access the California GeoTracker records for this facility:

SLIC REG 3:

Region:	3
Leak Site Cross Street:	Not reported
Regional Board Case#:	S323
Entered Into Database:	Not reported
Discovered:	RBD
RB Case In:	A-1 DRY CLEANERS
Responsible Party:	MOON YOUNG LEE
RP Contact:	Not reported
RP Phone:	Not reported
RP Number:	Not reported
RP Address:	324 N. MILPAS
RP City,St,Zip:	SANTA BARBARA, CA 93101
Date First Reported:	Not reported
Lead Agency:	Regional Board
Program Type:	SLIC
Facility Status:	Pollution Characterization
Case Type:	Other ground water affected
Case Type Undetermined:	No
Case Type Soil Impacted:	No
Case Type Surface Water:	No
Case Type Drinkin Water Well:	No
Case Type Drinking Water Aqfr:	No
Case Type Other Grnd Wtr:	Yes
PCA:	2030034

FINDS:

Registry ID: 110002724669

Environmental Interest/Information System

California Hazardous Waste Tracking System - Datamart (HWTS-DATAMART) provides California with information on hazardous waste shipments for generators, transporters, and treatment, storage, and disposal facilities.

HAZARDOUS AIR POLLUTANT MAJOR

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

DRYCLEANERS:

EPA Id:	CAD981615024
NAICS Code:	81232
NAICS Description:	Drycleaning and Laundry Services (except Coin-Operated)
SIC Code:	7211
SIC Description:	Power Laundries, Family and Commercial

DU-RITE CLEANERS (Continued) **1000363037**

Create Date:	04/10/1987
Facility Active:	No
Inactive Date:	06/30/2006
Facility Addr2:	Not reported
Owner Name:	HAROLD BOUCHER
Owner Address:	500 E MAIN ST
Owner Address 2:	Not reported
Owner Telephone:	0000000000
Contact Name:	CHAD BOUCHER
Contact Address:	500E MAIN ST
Contact Address 2:	Not reported
Contact Telephone:	2096675300
Mailing Name:	Not reported
Mailing Address 1:	141 NORTH CENTER
Mailing Address 2:	Not reported
Mailing City:	TURLOCK
Mailing State:	CA
Mailing Zip:	953800000
Owner Fax:	1
Region Code:	Not reported

ECHO:

Envid:	1000363037
Registry ID:	110002724669
DFR URL:	http://echo.epa.gov/detailed_facility_report?fid=110002724669

F27 **SNOW WHITE CLEANERS** **ENVIROSTOR** **S106486543**
East **352 EAST OLIVE STREET** **SLIC** **N/A**
1/2-1 **TURLOCK, CA 95380**
0.804 mi.
4247 ft. **Site 2 of 2 in cluster F**

Relative:
Higher

Actual:
104 ft.

ENVIROSTOR:

Facility ID:	50720001
Status:	Refer: RWQCB
Status Date:	08/07/1991
Site Code:	100454
Site Type:	Evaluation
Site Type Detailed:	Evaluation
Acres:	1
NPL:	NO
Regulatory Agencies:	NONE SPECIFIED
Lead Agency:	NONE SPECIFIED
Program Manager:	Not reported
Supervisor:	Referred - Not Assigned
Division Branch:	Cleanup Sacramento
Assembly:	12
Senate:	08
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	Not reported
Latitude:	37.49627
Longitude:	-120.8451
APN:	NONE SPECIFIED
Past Use:	NONE SPECIFIED
Potential COC:	NONE SPECIFIED

SNOW WHITE CLEANERS (Continued) **S106486543**

Confirmed COC: NONE SPECIFIED
Potential Description: NONE SPECIFIED
Alias Name: CAD982035222
Alias Type: EPA Identification Number
Alias Name: 110002784032
Alias Type: EPA (FRS #)
Alias Name: SLT5S2623300
Alias Type: GeoTracker Global ID
Alias Name: 100454
Alias Type: Project Code (Site Code)
Alias Name: 50720001
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 08/07/1991
Comments: RWQCB is overseeing the installation of monitoring wells & has conducted a soil gas survey to establish Responsible parties (RP's) for the groundwater contamination problem PCE was detected in the sewer downstream of Snow White Cleaners at 3,800 ug/l. Monitoring Well 2 showed soil concentrati of 16 ug/l. Recommend pending status-RWQCB status. USEPA Preliminary assessment recommends Screening Site Inspection high priority.

Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: * Discovery
Completed Date: 12/31/1989
Comments: Facility was inspected by RWQCB staff in response to identification of perchloroethylene (PCE) in the groundwater.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

SLIC:
Region: STATE
Facility Status: Open - Inactive
Status Date: 02/02/1995
Global Id: SLT5S2623300
Lead Agency: CENTRAL VALLEY RWQCB (REGION 5S)
Lead Agency Case Number: Not reported
Latitude: 37.52657
Longitude: -120.840405
Case Type: Cleanup Program Site
Case Worker: MLP
Local Agency: Not reported
RB Case Number: SLT5S262
File Location: Not reported

SNOW WHITE CLEANERS (Continued) **S106486543**

Potential Media Affected: Under Investigation
Potential Contaminants of Concern: Not reported
Site History: Not reported

Click here to access the California GeoTracker records for this facility:

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28 ENE 1/2-1 0.850 mi. 4490 ft.

CITY OF TURLOCK- GROUNDWATER CONTAMINATI **ENVIROSTOR** **S101482640**
900 NORTH PALM STREET **N/A**
TURLOCK, CA 95380

Relative: Higher

Actual: 105 ft.

ENVIROSTOR:

Facility ID:	50490010
Status:	Refer: RWQCB
Status Date:	07/01/1995
Site Code:	Not reported
Site Type:	Historical
Site Type Detailed:	* Historical
Acres:	Not reported
NPL:	NO
Regulatory Agencies:	DTSC
Lead Agency:	DTSC
Program Manager:	Not reported
Supervisor:	Referred - Not Assigned
Division Branch:	Cleanup Sacramento
Assembly:	12
Senate:	08
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	Not reported
Latitude:	37.50388
Longitude:	-120.8477
APN:	NONE SPECIFIED
Past Use:	NONE SPECIFIED
Potential COC:	* HALOGENATED SOLVENTS
Confirmed COC:	NONE SPECIFIED
Potential Description:	NONE SPECIFIED
Alias Name:	50490010
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	Site Screening
Completed Date:	08/07/1991
Comments:	The City of Turlock has been named in a Draft Cleanup and Abatement order by the RWQCB to address the groundwater contamination as a result of discharge of Perchloroethylene to th sewer system. There have been breaks in the sewer line, discharges in excess of the Cities pre-treatment standards and PCE has been allowed to escape the sewer system through the crack. RWQCB is lead agency.
Future Area Name:	Not reported
Future Sub Area Name:	Not reported
Future Document Type:	Not reported
Future Due Date:	Not reported

CITY OF TURLOCK- GROUNDWATER CONTAMINATI (Continued) **S101482640**

Schedule Area Name:	Not reported
Schedule Sub Area Name:	Not reported
Schedule Document Type:	Not reported
Schedule Due Date:	Not reported
Schedule Revised Date:	Not reported

G29 WSW 1/2-1 0.874 mi. 4617 ft. **BANQUET FOODS** **RCRA-SQG** **1000350740**
107 S. KILROY RD **HIST Cal-Sites** **CAD981391683**
TURLOCK, CA 95381

Site 1 of 2 in cluster G

Relative: Lower

Actual: 96 ft.

RCRA-SQG:

Date form received by agency:	04/05/1990
Facility name:	BANQUET FOODS
Site name:	CONAGRA FROZEN FOODS
Facility address:	107 S. KILROY RD TURLOCK, CA 95381
EPA ID:	CAD981391683
Mailing address:	PO BOX 1809 TURLOCK, CA 95381
Contact:	MICHAEL A VOGEL
Contact address:	Not reported Not reported
Contact country:	US
Contact telephone:	(209) 667-0200
Telephone ext.:	0253
Contact email:	Not reported
EPA Region:	09
Classification:	Small Small Quantity Generator
Description:	Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

Owner/Operator Summary:

Owner/operator name:	NOT REQUIRED
Owner/operator address:	NOT REQUIRED NOT REQUIRED, ME 99999
Owner/operator country:	Not reported
Owner/operator telephone:	(415) 555-1212
Legal status:	Private
Owner/Operator Type:	Operator
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported

Owner/operator name:	CON AGRA
Owner/operator address:	NOT REQUIRED NOT REQUIRED, ME 99999
Owner/operator country:	Not reported
Owner/operator telephone:	(415) 555-1212
Legal status:	Private
Owner/Operator Type:	Owner
Owner/Op start date:	Not reported
Owner/Op end date:	Not reported

BANQUET FOODS (Continued) **1000350740**

Handler Activities Summary:

U.S. importer of hazardous waste:	No
Mixed waste (haz. and radioactive):	No
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	No
Furnace exemption:	No
Used oil fuel burner:	No
Used oil processor:	No
User oil refiner:	No
Used oil fuel marketer to burner:	No
Used oil Specification marketer:	No
Used oil transfer facility:	No
Used oil transporter:	No

Historical Generators:

Date form received by agency:	02/24/1986
Site name:	BANQUET FOODS
Classification:	Small Quantity Generator
Violation Status:	No violations found

Calsite:

Region:	SACRAMENTO
Facility ID:	50200002
Facility Type:	RP
Type:	RESPONSIBLE PARTY
Branch:	CC
Branch Name:	CENTRAL CALIFORNIA
File Name:	Not reported
State Senate District:	08011984
Status:	CERTIFIED AS HAVING BEEN REMEDIED SATISFACTORILY UNDER DTSC OVERSIGHT
Status Name:	CERTIFIED
Lead Agency:	N/A
NPL:	Not reported
SIC Code:	20
SIC Name:	MANU - FOOD & KINDRED PRODUCTS
Access:	Not reported
Cortese:	Not reported
Hazardous Ranking Score:	Not reported
Date Site Hazard Ranked:	Not reported
Groundwater Contamination:	Not reported
Staff Member Responsible for Site:	Not reported
Supervisor Responsible for Site:	Not reported
Region Water Control Board:	Not reported
Region Water Control Board Name:	Not reported
Lat/Long Direction:	Not reported
Lat/Long (dms):	0 0 0 / 0 0 0
Lat/long Method:	Not reported
Lat/Long Description:	Not reported
State Assembly District Code:	26
State Senate District Code:	12
Facility ID:	50200002
Activity:	CERT
Activity Name:	CERTIFICATION

BANQUET FOODS (Continued) **1000350740**

AWP Code:	Not reported
Proposed Budget:	0
AWP Completion Date:	Not reported
Revised Due Date:	Not reported
Comments Date:	08011984
Est Person-Yrs to complete:	0
Estimated Size:	Not reported
Request to Delete Activity:	Not reported
Activity Status:	CERT
Definition of Status:	CERTIFIED
Liquids Removed (Gals):	0
Liquids Treated (Gals):	0
Action Included Capping:	Not reported
Well Decommissioned:	Not reported
Action Included Fencing:	Not reported
Removal Action Certification:	Not reported
Activity Comments:	Not reported
For Commercial Reuse:	0
For Industrial Reuse:	0
For Residential Reuse:	0
Unknown Type:	0
Alternate Address:	107 SOUTH KILROY
Alternate City,St,Zip:	TURLOCK, CA 95380
Alternate Address:	107 S KILROY RD
Alternate City,St,Zip:	TURLOCK, CA 95380
Background Info:	After a citizen complaint about the site, Jim Simpson (Senior Sanitarian of the Stanislaus County Dept. of Environmental Resources) inspected Banquet Foods in November of 1984. He discovered that General Electric had cement, contaminated with PCB's, removed and transported by Steve's Trucking to Kettleman Hills for disposal. Samples taken of the cement revealed PCB concentrations ranging from 20 parts per million to 55,000 parts per million. Simpson was in contact with Karen Gosell of the EPA, PCB Coordinator, who informed him that EPA planned on an inspection in January 1985.
Comments Date:	01311985
Comments:	Follow up in regional file indicates that USEPA in doing
Comments Date:	01311985
Comments:	their inspection determined additional action was needed
Comments Date:	01311985
Comments:	and ordered work performed. Cleanup completed.
Comments Date:	08011984
Comments:	Certified. Jim Simpson of the Stanislaus County Department
Comments Date:	08011984
Comments:	of Environmental Resources has made an inspection of the
Comments Date:	08011984
Comments:	facility and determined the cleanup has taken place.
Comments Date:	08011984
Comments:	Surveillance and Enforcement had been in contact with
Comments Date:	08011984
Comments:	Karen Goassel of the Environmental Protection Agency who
Comments Date:	08011984
Comments:	is coordinating a followup inspection of Banquet Foods in
Comments Date:	08011984
Comments:	January 1985.
Comments Date:	08011984

BANQUET FOODS (Continued) **1000350740**

Comments:	EPA personell will review the activities that have
Comments Date:	08011984
Comments:	taken place and will obtain additional samples to confirm
Comments Date:	08011984
Comments:	that a satisfactory cleanup has been accomplished.
Comments Date:	08011984
Comments:	The Auditor General Report indicates that 7 cu yds of
Comments Date:	08011984
Comments:	soil and 10 drums of material were removed. The region
Comments Date:	08011984
Comments:	became aware of the site through a complaint by a citizen.
Comments Date:	08011984
Comments:	August 1, 1984 was selected as the date of cleanup because
Comments Date:	08011984
Comments:	it gives the earliest statute of limitations date.
ID Name:	Not reported
ID Value:	Not reported
Alternate Name:	BANQUET FOODS
Alternate Name:	Not reported
Special Programs Code:	Not reported
Special Programs Name:	Not reported

G30 **CENTRAL VALLEY CHEESE** **RESPONSE** **S109280879**
WSW **107 S KILROY** **ENVIROSTOR** **N/A**
1/2-1 **TURLOCK, CA 95380** **SLIC**
0.874 mi. **EMI**
4617 ft. **Site 2 of 2 in cluster G**

Relative:
Lower

Actual:
96 ft.

RESPONSE:

Facility ID:	50200002
Site Type:	State Response
Site Type Detail:	State Response or NPL
Acres:	Not reported
National Priorities List:	NO
Cleanup Oversight Agencies:	NONE SPECIFIED
Lead Agency Description:	Not reported
Project Manager:	Not reported
Supervisor:	Not reported
Division Branch:	Cleanup Sacramento
Site Code:	Not reported
Site Mgmt. Req.:	NONE SPECIFIED
Assembly:	12
Senate:	08
Special Program Status:	Not reported
Status:	Certified
Status Date:	08/01/1984
Restricted Use:	NO
Funding:	Responsible Party
Latitude:	37.49065
Longitude:	-120.8776
APN:	044-005-017
Past Use:	HAZARDOUS WASTE STORAGE - TANKS/CONTAINERS
Potential COC :	Polychlorinated biphenyls (PCBs
Confirmed COC:	NONE SPECIFIED
Potential Description:	SOIL
Alias Name:	044-005-017
Alias Type:	APN
Alias Name:	110002345551

CENTRAL VALLEY CHEESE (Continued) **S109280879**

Alias Type: EPA (FRS #)
Alias Name: SL0609960221
Alias Type: GeoTracker Global ID
Alias Name: 50200002
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Certification
Completed Date: 08/01/1984
Comments: Certified. Jim Simpson of the Stanislaus County Department of Environmental Resources has made an inspection of the facility and determined the cleanup has taken place. Surveillance and Enforcement had been in contact with Karen Goassel of the Environmental Protection Agency who is coordinating a followup inspection of Banquet Foods in January 1985. EPA personell will review the activities that have taken place and will obtain additional samples to confirm that a satisfactory cleanup has been accomplished. The Auditor General Report indicates that 7 cu yds of soil and 10 drums of material were removed. The region became aware of the site through a complaint by a citizen. August 1, 1984 was selected as the date of cleanup because it gives the earliest statute of limitations date.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

ENVIROSTOR:
Facility ID: 50200002
Status: Certified
Status Date: 08/01/1984
Site Code: Not reported
Site Type: State Response
Site Type Detailed: State Response or NPL
Acres: Not reported
NPL: NO
Regulatory Agencies: NONE SPECIFIED
Lead Agency: NONE SPECIFIED
Program Manager: Not reported
Supervisor: Not reported
Division Branch: Cleanup Sacramento
Assembly: 12
Senate: 08
Special Program: Not reported
Restricted Use: NO
Site Mgmt Req: NONE SPECIFIED
Funding: Responsible Party
Latitude: 37.49065
Longitude: -120.8776
APN: 044-005-017

CENTRAL VALLEY CHEESE (Continued) **S109280879**

Past Use: HAZARDOUS WASTE STORAGE - TANKS/CONTAINERS
Potential COC: Polychlorinated biphenyls (PCBs
Confirmed COC: NONE SPECIFIED
Potential Description: SOIL
Alias Name: 044-005-017
Alias Type: APN
Alias Name: 110002345551
Alias Type: EPA (FRS #)
Alias Name: SL0609960221
Alias Type: GeoTracker Global ID
Alias Name: 50200002
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Certification
Completed Date: 08/01/1984
Comments: Certified. Jim Simpson of the Stanislaus County Department of Environmental Resources has made an inspection of the facility and determined the cleanup has taken place. Surveillance and Enforcement had been in contact with Karen Goassel of the Environmental Protection Agency who is coordinating a followup inspection of Banquet Foods in January 1985. EPA personell will review the activities that have taken place and will obtain additional samples to confirm that a satisfactory cleanup has been accomplished. The Auditor General Report indicates that 7 cu yds of soil and 10 drums of material were removed. The region became aware of the site through a complaint by a citizen. August 1, 1984 was selected as the date of cleanup because it gives the earliest statute of limitations date.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

SLIC:
Region: STATE
Facility Status: Completed - Case Closed
Status Date: 05/25/2005
Global Id: SL0609960221
Lead Agency: CENTRAL VALLEY RWQCB (REGION 5S)
Lead Agency Case Number: NP-1218
Latitude: 37.49107
Longitude: -120.877866
Case Type: Cleanup Program Site
Case Worker: AST
Local Agency: STANISLAUS COUNTY
RB Case Number: SL0609960221
File Location: Not reported
Potential Media Affected: Other Groundwater (uses other than drinking water)
Potential Contaminants of Concern: Diesel

CENTRAL VALLEY CHEESE (Continued) **S109280879**

Site History: Not reported

Click here to access the California GeoTracker records for this facility:

EMI:

Year:	2000
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0
Reactive Organic Gases Tons/Yr:	0
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	1
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2001
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0
Reactive Organic Gases Tons/Yr:	0
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2002
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0
Reactive Organic Gases Tons/Yr:	0
Carbon Monoxide Emissions Tons/Yr:	0
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0

Year:	2005

CENTRAL VALLEY CHEESE (Continued) **S109280879**

County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	.0317716711451802463
Reactive Organic Gases Tons/Yr:	.0134139995574951
Carbon Monoxide Emissions Tons/Yr:	.496317983627319
NOX - Oxides of Nitrogen Tons/Yr:	.120725996017456
SOX - Oxides of Sulphur Tons/Yr:	.00955747468471527
Particulate Matter Tons/Yr:	.0459429484844208
Part. Matter 10 Micrometers and Smllr Tons/Yr:	.0459429484844208

Year:	2006
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	.0317716711451802463
Reactive Organic Gases Tons/Yr:	.0134139995574951
Carbon Monoxide Emissions Tons/Yr:	.496317983627319
NOX - Oxides of Nitrogen Tons/Yr:	.120725996017456
SOX - Oxides of Sulphur Tons/Yr:	.00955747468471527
Particulate Matter Tons/Yr:	.0459429484844208
Part. Matter 10 Micrometers and Smllr Tons/Yr:	.0459429484844208

Year:	2007
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	.0341013750720509237
Reactive Organic Gases Tons/Yr:	.0143976005554199
Carbon Monoxide Emissions Tons/Yr:	.179970006942749
NOX - Oxides of Nitrogen Tons/Yr:	.719880027770996
SOX - Oxides of Sulphur Tons/Yr:	.00308520011901855
Particulate Matter Tons/Yr:	.0154260005950928
Part. Matter 10 Micrometers and Smllr Tons/Yr:	.0154260005950928

Year:	2008
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD

CENTRAL VALLEY CHEESE (Continued) **S109280879**

Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	.0341013750720509237
Reactive Organic Gases Tons/Yr:	.0143976005554199
Carbon Monoxide Emissions Tons/Yr:	.179970006942749
NOX - Oxides of Nitrogen Tons/Yr:	.719880027770996
SOX - Oxides of Sulphur Tons/Yr:	.00308520011901855
Particulate Matter Tons/Yr:	.0154260005950928
Part. Matter 10 Micrometers and Smllr Tons/Yr:	.0154260005950928

Year:	2009
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	4.9054032085599997E-2
Reactive Organic Gases Tons/Yr:	2.2582029497623401E-2
Carbon Monoxide Emissions Tons/Yr:	0.23024536785483299
NOX - Oxides of Nitrogen Tons/Yr:	0.89260147094726605
SOX - Oxides of Sulphur Tons/Yr:	3.8254348754882799E-3
Particulate Matter Tons/Yr:	2.2812888724463298E-2
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0.0217071744203567

Year:	2010
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	7.6405928185802399E-2
Reactive Organic Gases Tons/Yr:	3.4130000000000001E-2
Carbon Monoxide Emissions Tons/Yr:	1.095514173
NOX - Oxides of Nitrogen Tons/Yr:	0.264749393
SOX - Oxides of Sulphur Tons/Yr:	2.1000000000000001E-2
Particulate Matter Tons/Yr:	0.104437567285714
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0.103331853

Year:	2011
County Code:	50
Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0.076445244437
Reactive Organic Gases Tons/Yr:	0.034146599352
Carbon Monoxide Emissions Tons/Yr:	1.0955091732
NOX - Oxides of Nitrogen Tons/Yr:	0.26474939346

CENTRAL VALLEY CHEESE (Continued) **S109280879**

SOX - Oxides of Sulphur Tons/Yr: 0.020959326982
Particulate Matter Tons/Yr: 0.10964840438
Part. Matter 10 Micrometers and Smllr Tons/Yr: 0.10333185256

Year: 2012
County Code: 50
Air Basin: SJV
Facility ID: 3739
Air District Name: SJU
SIC Code: 2022
Air District Name: SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System: Not reported
Consolidated Emission Reporting Rule: Not reported
Total Organic Hydrocarbon Gases Tons/Yr: 0.082349919194
Reactive Organic Gases Tons/Yr: 0.036987723589
Carbon Monoxide Emissions Tons/Yr: 1.1693907765
NOX - Oxides of Nitrogen Tons/Yr: 0.28239951324
SOX - Oxides of Sulphur Tons/Yr: 0.022356628132
Particulate Matter Tons/Yr: 0.11802042759
Part. Matter 10 Micrometers and Smllr Tons/Yr: 0.11052870359

Year: 2013
County Code: 50
Air Basin: SJV
Facility ID: 3739
Air District Name: SJU
SIC Code: 2022
Air District Name: SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System: Not reported
Consolidated Emission Reporting Rule: Not reported
Total Organic Hydrocarbon Gases Tons/Yr: 0.016028571429
Reactive Organic Gases Tons/Yr: 0.00561
Carbon Monoxide Emissions Tons/Yr: 0.00841
NOX - Oxides of Nitrogen Tons/Yr: 0
SOX - Oxides of Sulphur Tons/Yr: 0
Particulate Matter Tons/Yr: 0.010551724138
Part. Matter 10 Micrometers and Smllr Tons/Yr: 0.00306

Year: 2014
County Code: 50
Air Basin: SJV
Facility ID: 3739
Air District Name: SJU
SIC Code: 2022
Air District Name: SAN JOAQUIN VALLEY UNIFIED APCD
Community Health Air Pollution Info System: Not reported
Consolidated Emission Reporting Rule: Not reported
Total Organic Hydrocarbon Gases Tons/Yr: 0.016185713836
Reactive Organic Gases Tons/Yr: 0.0056649998426
Carbon Monoxide Emissions Tons/Yr: 0.008497499764
NOX - Oxides of Nitrogen Tons/Yr: 0
SOX - Oxides of Sulphur Tons/Yr: 0
Particulate Matter Tons/Yr: 0.010655172118
Part. Matter 10 Micrometers and Smllr Tons/Yr: 0.0030899999142

Year: 2015
County Code: 50

CENTRAL VALLEY CHEESE (Continued) **S109280879**

Air Basin:	SJV
Facility ID:	3739
Air District Name:	SJU
SIC Code:	2022
Air District Name:	SAN JOAQUIN VALLEY APCD
Community Health Air Pollution Info System:	Not reported
Consolidated Emission Reporting Rule:	Not reported
Total Organic Hydrocarbon Gases Tons/Yr:	0.016185713836
Reactive Organic Gases Tons/Yr:	0.0056649998426
Carbon Monoxide Emissions Tons/Yr:	0.008497499764
NOX - Oxides of Nitrogen Tons/Yr:	0
SOX - Oxides of Sulphur Tons/Yr:	0
Particulate Matter Tons/Yr:	0.010655172118
Part. Matter 10 Micrometers and Smllr Tons/Yr:	0.0030899999142

H31 **TURLOCK CLEANERS** **SEMS-ARCHIVE** **1000290194**
East **429 E MAIN** **RCRA-SQG** **CAD981978190**
1/2-1 **TURLOCK, CA 95380** **ENVIROSTOR**
0.906 mi. **SLIC**
4785 ft. **Site 1 of 2 in cluster H** **FINDS**
ECHO

Relative:
Higher

Actual:
105 ft.

SEMS-ARCHIVE:

Site ID:	903775
EPA ID:	CAD981978190
Federal Facility:	N
NPL:	Not on the NPL
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information

Following information was gathered from the prior CERCLIS update completed in 10/2013:

Site ID:	0903775
Federal Facility:	Not a Federal Facility
NPL Status:	Not on the NPL
Non NPL Status:	NFRAP-Site does not qualify for the NPL based on existing information

CERCLIS-NFRAP Site Contact Details:

Contact Sequence ID:	13285364.00000
Person ID:	13003854.00000
Contact Sequence ID:	13290959.00000
Person ID:	13003858.00000
Contact Sequence ID:	13296817.00000
Person ID:	13004003.00000

CERCLIS-NFRAP Assessment History:

Action:	PRELIMINARY ASSESSMENT
Date Started:	/ /
Date Completed:	07/08/91
Priority Level:	Higher priority for further assessment
Action:	DISCOVERY
Date Started:	/ /
Date Completed:	12/12/90
Priority Level:	Not reported
Action:	ARCHIVE SITE

TURLOCK CLEANERS (Continued) **1000290194**

Date Started: / /
Date Completed: 06/24/93
Priority Level: Not reported

Action: SITE INSPECTION
Date Started: 08/18/92
Date Completed: 06/24/93
Priority Level: NFRAP-Site does not qualify for the NPL based on existing information

RCRA-SQG:
Date form received by agency: 04/22/1987
Facility name: TURLOCK CLEANERS
Facility address: 429 E MAIN
TURLOCK, CA 95380
EPA ID: CAD981978190
Mailing address: E MAIN
TURLOCK, CA 95380
Contact: ENVIRONMENTAL MANAGER
Contact address: 429 E MAIN
TURLOCK, CA 95380
Contact country: US
Contact telephone: (209) 634-5528
Contact email: Not reported
EPA Region: 09
Classification: Small Small Quantity Generator
Description: Handler: generates more than 100 and less than 1000 kg of hazardous waste during any calendar month and accumulates less than 6000 kg of hazardous waste at any time; or generates 100 kg or less of hazardous waste during any calendar month, and accumulates more than 1000 kg of hazardous waste at any time

Owner/Operator Summary:
Owner/operator name: JITENDRA KAPADIA
Owner/operator address: NOT REQUIRED
NOT REQUIRED, ME 99999
Owner/operator country: Not reported
Owner/operator telephone: (415) 555-1212
Legal status: Private
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Owner/operator name: NOT REQUIRED
Owner/operator address: NOT REQUIRED
NOT REQUIRED, ME 99999
Owner/operator country: Not reported
Owner/operator telephone: (415) 555-1212
Legal status: Private
Owner/Operator Type: Operator
Owner/Op start date: Not reported
Owner/Op end date: Not reported

Handler Activities Summary:
U.S. importer of hazardous waste: No
Mixed waste (haz. and radioactive): No
Recycler of hazardous waste: No

TURLOCK CLEANERS (Continued) **1000290194**

Transporter of hazardous waste: No
Treater, storer or disposer of HW: No
Underground injection activity: No
On-site burner exemption: No
Furnace exemption: No
Used oil fuel burner: No
Used oil processor: No
User oil refiner: No
Used oil fuel marketer to burner: No
Used oil Specification marketer: No
Used oil transfer facility: No
Used oil transporter: No

Violation Status: No violations found

ENVIROSTOR:
Facility ID: 50720003
Status: Refer: RWQCB
Status Date: 08/02/1991
Site Code: Not reported
Site Type: Evaluation
Site Type Detailed: Evaluation
Acres: 1
NPL: NO
Regulatory Agencies: NONE SPECIFIED
Lead Agency: NONE SPECIFIED
Program Manager: Not reported
Supervisor: Referred - Not Assigned
Division Branch: Cleanup Sacramento
Assembly: 12
Senate: 08
Special Program: Not reported
Restricted Use: NO
Site Mgmt Req: NONE SPECIFIED
Funding: Not reported
Latitude: 37.49833
Longitude: -120.8452
APN: NONE SPECIFIED
Past Use: NONE SPECIFIED
Potential COC: NONE SPECIFIED
Confirmed COC: NONE SPECIFIED
Potential Description: NONE SPECIFIED
Alias Name: TURLOCK DRY CLEANERS
Alias Type: Alternate Name
Alias Name: CAD981978190
Alias Type: EPA Identification Number
Alias Name: 110002762528
Alias Type: EPA (FRS #)
Alias Name: SLT5S2933329
Alias Type: GeoTracker Global ID
Alias Name: 50720003
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 08/02/1991

TURLOCK CLEANERS (Continued) **1000290194**

Comments: This site along with several other dry cleaners in Turlock is being investigated by the RWQCB for contributing to the Perchloroethylene contamination of the ground water. Soil gas surveys, sewer lateral and groundwater has been analyzed. Groundwater in the area is fairly shallow with community wells at 45-68 feet below ground surface. Two nearby wells have been shut down as a result of PCE contamination. EPA has recommended a Screening Site Inspection-high priority due to large population served by the groundwater potentially affected by the contamination. Recommended pending status. RWQCB actively working on site.

Future Area Name: Not reported
Future Sub Area Name: Not reported
Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

SLIC:

Region: STATE
Facility Status: Open - Inactive
Status Date: 04/02/1991
Global Id: SLT5S2933329
Lead Agency: CENTRAL VALLEY RWQCB (REGION 5S)
Lead Agency Case Number: Not reported
Latitude: 37.506706
Longitude: -120.833448
Case Type: Cleanup Program Site
Case Worker: MLP
Local Agency: Not reported
RB Case Number: SLT5S293
File Location: Not reported
Potential Media Affected: Under Investigation
Potential Contaminants of Concern: Not reported
Site History: Not reported

Click here to access the California GeoTracker records for this facility:

FINDS:

Registry ID: 110002762528

Environmental Interest/Information System
RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

ECHO:

Envid: 1000290194

TURLOCK CLEANERS (Continued) **1000290194**

Registry ID: 110002762528
DFR URL: http://echo.epa.gov/detailed_facility_report?fid=110002762528

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32 NNE 1/2-1 0.935 mi. 4939 ft. **TURLOCK REHAB CENTER** **ENVIROSTOR** **S107737478 N/A**

TURLOCK, CA

Relative: Higher

Actual: 104 ft.

ENVIROSTOR:

Facility ID:	80000619
Status:	No Further Action
Status Date:	10/02/2014
Site Code:	Not reported
Site Type:	Military Evaluation
Site Type Detailed:	FUDS
Acres:	131
NPL:	NO
Regulatory Agencies:	SMBRP
Lead Agency:	SMBRP
Program Manager:	Carrie Tatoian-Cain
Supervisor:	Ajit Vaidya
Division Branch:	Cleanup Sacramento
Assembly:	12
Senate:	08
Special Program:	Not reported
Restricted Use:	NO
Site Mgmt Req:	NONE SPECIFIED
Funding:	DERA
Latitude:	37.50745
Longitude:	-120.8514
APN:	NONE SPECIFIED
Past Use:	NONE SPECIFIED
Potential COC:	Explosives (UXO, MEC
Confirmed COC:	NONE SPECIFIED
Potential Description:	NONE SPECIFIED
Alias Name:	CA99799F588500
Alias Type:	Federal Facility ID
Alias Name:	J09CA0982
Alias Type:	INPR
Alias Name:	80000619
Alias Type:	Envirostor ID Number

Completed Info:

Completed Area Name:	PROJECT WIDE
Completed Sub Area Name:	Not reported
Completed Document Type:	No Department of Defense Action Indicated (NDAI)
Completed Date:	10/02/2014
Comments:	This is a DTSC only concurrence. This determination is based on information in DTSCs and the Water Boards possession at this time concerning Department of Defense (DoD) activities on the sites listed above. DTSC and the Water Boards reserve the right to address any appropriate environmental or human health related issue, should additional information concerning the environmental condition of this site becomes available in the future.
Future Area Name:	Not reported
Future Sub Area Name:	Not reported

TURLOCK REHAB CENTER (Continued) **S107737478**

Future Document Type: Not reported
Future Due Date: Not reported
Schedule Area Name: Not reported
Schedule Sub Area Name: Not reported
Schedule Document Type: Not reported
Schedule Due Date: Not reported
Schedule Revised Date: Not reported

H33
East
1/2-1
0.951 mi.
5022 ft.

CARR'S CLEANERS **ENVIROSTOR** **S101482661**
500 EAST MAIN STREET **N/A**
TURLOCK, CA 95380

Site 2 of 2 in cluster H

Relative:
Higher

Actual:
105 ft.

ENVIROSTOR:
Facility ID: 50720005
Status: Refer: RWQCB
Status Date: 08/02/1991
Site Code: Not reported
Site Type: Evaluation
Site Type Detailed: Evaluation
Acres: 1
NPL: NO
Regulatory Agencies: NONE SPECIFIED
Lead Agency: NONE SPECIFIED
Program Manager: Not reported
Supervisor: Referred - Not Assigned
Division Branch: Cleanup Sacramento
Assembly: 12
Senate: 08
Special Program: Not reported
Restricted Use: NO
Site Mgmt Req: NONE SPECIFIED
Funding: Not reported
Latitude: 37.49653
Longitude: -120.8427
APN: NONE SPECIFIED
Past Use: NONE SPECIFIED
Potential COC: NONE SPECIFIED
Confirmed COC: NONE SPECIFIED
Potential Description: NONE SPECIFIED
Alias Name: CAD981644545
Alias Type: EPA Identification Number
Alias Name: 110021298905
Alias Type: EPA (FRS #)
Alias Name: 50720005
Alias Type: Envirostor ID Number

Completed Info:
Completed Area Name: PROJECT WIDE
Completed Sub Area Name: Not reported
Completed Document Type: Site Screening
Completed Date: 08/02/1991
Comments: USEPA completed a Preliminary Assessment (PA) for Carr's Cleaners. Perchloroethylene (PCE) was documented in the sand and grease trap of the laundry area of the cleaners. Recommendation Screening Site Inspection high priority due to large population using groundwater. This site along with 5 others is being investigated by the RWQCB as

CARR'S CLEANERS (Continued) **S101482661**

possible sources of groundwater contamination in Turlock with PCE. PCE leaving the grease & sand trap appears to be derived from wash water rather than a discharge from the dry cleaning equipment. Recommend Pending Status- RWQCB lead.

Future Area Name:	Not reported
Future Sub Area Name:	Not reported
Future Document Type:	Not reported
Future Due Date:	Not reported
Schedule Area Name:	Not reported
Schedule Sub Area Name:	Not reported
Schedule Document Type:	Not reported
Schedule Due Date:	Not reported
Schedule Revised Date:	Not reported

Count: 2 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
TURLOCK	S106127631	MONFREDINI PROPERTY AKA GADDYS SHE	402 MAIN	95380	LUST
TURLOCK	S106842934	TURLOCK PCE INVESTIGATION	MAIN E. & OLIVE STS & WEST MAI		SLIC

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 03/07/2016
Date Data Arrived at EDR: 04/05/2016
Date Made Active in Reports: 04/15/2016
Number of Days to Update: 10

Source: EPA
Telephone: N/A
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 03/07/2016
Date Data Arrived at EDR: 04/05/2016
Date Made Active in Reports: 04/15/2016
Number of Days to Update: 10

Source: EPA
Telephone: N/A
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

Federal Delisted NPL site list

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 03/07/2016
Date Data Arrived at EDR: 04/05/2016
Date Made Active in Reports: 04/15/2016
Number of Days to Update: 10

Source: EPA
Telephone: N/A
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

Federal CERCLIS list

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 11/13/2015
Date Data Arrived at EDR: 01/06/2016
Date Made Active in Reports: 05/20/2016
Number of Days to Update: 135

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 07/06/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 03/07/2016
Date Data Arrived at EDR: 04/05/2016
Date Made Active in Reports: 04/15/2016
Number of Days to Update: 10

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 07/22/2016
Next Scheduled EDR Contact: 10/31/2016
Data Release Frequency: Quarterly

Federal CERCLIS NFRAP site list

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 03/07/2016
Date Data Arrived at EDR: 04/05/2016
Date Made Active in Reports: 04/15/2016
Number of Days to Update: 10

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 07/22/2016
Next Scheduled EDR Contact: 10/31/2016
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report
CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 06/27/2016
Date Data Arrived at EDR: 06/30/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 64

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 06/30/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 06/21/2016
Date Data Arrived at EDR: 06/30/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 64

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 06/30/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/21/2016
Date Data Arrived at EDR: 06/30/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 64

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 06/30/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 06/21/2016
Date Data Arrived at EDR: 06/30/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 64

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 06/30/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 06/21/2016
Date Data Arrived at EDR: 06/30/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 64

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 06/30/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Varies

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 05/28/2015
Date Data Arrived at EDR: 05/29/2015
Date Made Active in Reports: 06/11/2015
Number of Days to Update: 13

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 08/12/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 05/09/2016
Date Data Arrived at EDR: 06/01/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 93

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/31/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 05/09/2016
Date Data Arrived at EDR: 06/01/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 93

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 08/31/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System
Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 03/28/2016
Date Data Arrived at EDR: 03/30/2016
Date Made Active in Reports: 05/20/2016
Number of Days to Update: 51

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 06/28/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Annually

State- and tribal - equivalent NPL

RESPONSE: State Response Sites
Identifies confirmed release sites where DTSC is involved in remediation, either in a lead or oversight capacity. These confirmed release sites are generally high-priority and high potential risk.

Date of Government Version: 05/02/2016
Date Data Arrived at EDR: 05/04/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 48

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 08/02/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Quarterly

State- and tribal - equivalent CERCLIS

ENVIROSTOR: EnviroStor Database
The Department of Toxic Substances Control's (DTSC's) Site Mitigation and Brownfields Reuse Program's (SMBRP's) EnviroStor database identifes sites that have known contamination or sites for which there may be reasons to investigate further. The database includes the following site types: Federal Superfund sites (National Priorities List (NPL)); State Response, including Military Facilities and State Superfund; Voluntary Cleanup; and School sites. EnviroStor provides similar information to the information that was available in CalSites, and provides additional site information, including, but not limited to, identification of formerly-contaminated properties that have been released for reuse, properties where environmental deed restrictions have been recorded to prevent inappropriate land uses, and risk characterization information that is used to assess potential impacts to public health and the environment at contaminated sites.

Date of Government Version: 05/02/2016
Date Data Arrived at EDR: 05/04/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 48

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 08/02/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Quarterly

State and tribal landfill and/or solid waste disposal site lists

SWF/LF (SWIS): Solid Waste Information System
Active, Closed and Inactive Landfills. SWF/LF records typically contain an inve ntory of solid waste disposal facilities or landfills. These may be active or i nactive facilities or open dumps that failed to meet RCRA Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 05/16/2016
Date Data Arrived at EDR: 05/18/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 34

Source: Department of Resources Recycling and Recovery
Telephone: 916-341-6320
Last EDR Contact: 08/16/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: Quarterly

State and tribal leaking storage tank lists

LUST REG 5: Leaking Underground Storage Tank Database
Leaking Underground Storage Tank locations. Alameda, Alpine, Amador, Butte, Colusa, Contra Costa, Calveras, El Dorado, Fresno, Glenn, Kern, Kings, Lake, Lassen, Madera, Mariposa, Merced, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, San Joaquin, Shasta, Solano, Stanislaus, Sutter, Tehama, Tulare, Tuolumne, Yolo, Yuba counties.

Date of Government Version: 07/01/2008
Date Data Arrived at EDR: 07/22/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 9

Source: California Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-4834
Last EDR Contact: 07/01/2011
Next Scheduled EDR Contact: 10/17/2011
Data Release Frequency: No Update Planned

LUST REG 9: Leaking Underground Storage Tank Report
Orange, Riverside, San Diego counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 03/01/2001
Date Data Arrived at EDR: 04/23/2001
Date Made Active in Reports: 05/21/2001
Number of Days to Update: 28

Source: California Regional Water Quality Control Board San Diego Region (9)
Telephone: 858-637-5595
Last EDR Contact: 09/26/2011
Next Scheduled EDR Contact: 01/09/2012
Data Release Frequency: No Update Planned

LUST REG 8: Leaking Underground Storage Tanks
California Regional Water Quality Control Board Santa Ana Region (8). For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/14/2005
Date Data Arrived at EDR: 02/15/2005
Date Made Active in Reports: 03/28/2005
Number of Days to Update: 41

Source: California Regional Water Quality Control Board Santa Ana Region (8)
Telephone: 909-782-4496
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: Varies

LUST REG 7: Leaking Underground Storage Tank Case Listing
Leaking Underground Storage Tank locations. Imperial, Riverside, San Diego, Santa Barbara counties.

Date of Government Version: 02/26/2004
Date Data Arrived at EDR: 02/26/2004
Date Made Active in Reports: 03/24/2004
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Colorado River Basin Region (7)
Telephone: 760-776-8943
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

LUST REG 6V: Leaking Underground Storage Tank Case Listing
Leaking Underground Storage Tank locations. Inyo, Kern, Los Angeles, Mono, San Bernardino counties.

Date of Government Version: 06/07/2005
Date Data Arrived at EDR: 06/07/2005
Date Made Active in Reports: 06/29/2005
Number of Days to Update: 22

Source: California Regional Water Quality Control Board Victorville Branch Office (6)
Telephone: 760-241-7365
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: No Update Planned

LUST REG 6L: Leaking Underground Storage Tank Case Listing
For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/09/2003
Date Data Arrived at EDR: 09/10/2003
Date Made Active in Reports: 10/07/2003
Number of Days to Update: 27

Source: California Regional Water Quality Control Board Lahontan Region (6)
Telephone: 530-542-5572
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: No Update Planned

LUST: Geotracker's Leaking Underground Fuel Tank Report
Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state. For more information on a particular leaking underground storage tank sites, please contact the appropriate regulatory agency.

Date of Government Version: 06/13/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 56

Source: State Water Resources Control Board
Telephone: see region list
Last EDR Contact: 09/13/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Quarterly

LUST REG 4: Underground Storage Tank Leak List
Los Angeles, Ventura counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35

Source: California Regional Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6710
Last EDR Contact: 09/06/2011
Next Scheduled EDR Contact: 12/19/2011
Data Release Frequency: No Update Planned

LUST REG 3: Leaking Underground Storage Tank Database
Leaking Underground Storage Tank locations. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz counties.

Date of Government Version: 05/19/2003
Date Data Arrived at EDR: 05/19/2003
Date Made Active in Reports: 06/02/2003
Number of Days to Update: 14

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-542-4786
Last EDR Contact: 07/18/2011
Next Scheduled EDR Contact: 10/31/2011
Data Release Frequency: No Update Planned

LUST REG 2: Fuel Leak List
Leaking Underground Storage Tank locations. Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, Sonoma counties.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: California Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-622-2433
Last EDR Contact: 09/19/2011
Next Scheduled EDR Contact: 01/02/2012
Data Release Frequency: Quarterly

LUST REG 1: Active Toxic Site Investigation
Del Norte, Humboldt, Lake, Mendocino, Modoc, Siskiyou, Sonoma, Trinity counties. For more current information, please refer to the State Water Resources Control Board's LUST database.

Date of Government Version: 02/01/2001
Date Data Arrived at EDR: 02/28/2001
Date Made Active in Reports: 03/29/2001
Number of Days to Update: 29

Source: California Regional Water Quality Control Board North Coast (1)
Telephone: 707-570-3769
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 12/11/2015
Date Data Arrived at EDR: 02/19/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 105

Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 10/09/2015
Date Data Arrived at EDR: 02/12/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 112

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/13/2015
Date Data Arrived at EDR: 10/23/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 118

Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Quarterly

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 02/25/2016
Date Data Arrived at EDR: 04/27/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 37

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Quarterly

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 01/07/2016
Date Data Arrived at EDR: 01/08/2016
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 41

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Quarterly

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/27/2015
Date Data Arrived at EDR: 10/29/2015
Date Made Active in Reports: 01/04/2016
Number of Days to Update: 67

Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 07/29/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land
Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 02/17/2016
Date Data Arrived at EDR: 04/27/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 37

Source: EPA, Region 5
Telephone: 312-886-7439
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 02/05/2016
Date Data Arrived at EDR: 04/29/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 35

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 07/26/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Semi-Annually

SLIC: Statewide SLIC Cases
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 06/13/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 56

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 09/13/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Varies

SLIC REG 1: Active Toxic Site Investigations
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2003
Date Data Arrived at EDR: 04/07/2003
Date Made Active in Reports: 04/25/2003
Number of Days to Update: 18

Source: California Regional Water Quality Control Board, North Coast Region (1)
Telephone: 707-576-2220
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

SLIC REG 2: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/30/2004
Date Data Arrived at EDR: 10/20/2004
Date Made Active in Reports: 11/19/2004
Number of Days to Update: 30

Source: Regional Water Quality Control Board San Francisco Bay Region (2)
Telephone: 510-286-0457
Last EDR Contact: 09/19/2011
Next Scheduled EDR Contact: 01/02/2012
Data Release Frequency: Quarterly

SLIC REG 3: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/18/2006
Date Data Arrived at EDR: 05/18/2006
Date Made Active in Reports: 06/15/2006
Number of Days to Update: 28

Source: California Regional Water Quality Control Board Central Coast Region (3)
Telephone: 805-549-3147
Last EDR Contact: 07/18/2011
Next Scheduled EDR Contact: 10/31/2011
Data Release Frequency: Semi-Annually

SLIC REG 4: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/17/2004
Date Data Arrived at EDR: 11/18/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 47

Source: Region Water Quality Control Board Los Angeles Region (4)
Telephone: 213-576-6600
Last EDR Contact: 07/01/2011
Next Scheduled EDR Contact: 10/17/2011
Data Release Frequency: Varies

SLIC REG 5: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/01/2005
Date Data Arrived at EDR: 04/05/2005
Date Made Active in Reports: 04/21/2005
Number of Days to Update: 16

Source: Regional Water Quality Control Board Central Valley Region (5)
Telephone: 916-464-3291
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: Semi-Annually

SLIC REG 6V: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 05/24/2005
Date Data Arrived at EDR: 05/25/2005
Date Made Active in Reports: 06/16/2005
Number of Days to Update: 22

Source: Regional Water Quality Control Board, Victorville Branch
Telephone: 619-241-6583
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: Semi-Annually

SLIC REG 6L: SLIC Sites
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/07/2004
Date Data Arrived at EDR: 09/07/2004
Date Made Active in Reports: 10/12/2004
Number of Days to Update: 35

Source: California Regional Water Quality Control Board, Lahontan Region
Telephone: 530-542-5574
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

SLIC REG 7: SLIC List
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 11/24/2004
Date Data Arrived at EDR: 11/29/2004
Date Made Active in Reports: 01/04/2005
Number of Days to Update: 36

Source: California Regional Quality Control Board, Colorado River Basin Region
Telephone: 760-346-7491
Last EDR Contact: 08/01/2011
Next Scheduled EDR Contact: 11/14/2011
Data Release Frequency: No Update Planned

SLIC REG 8: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 04/03/2008
Date Data Arrived at EDR: 04/03/2008
Date Made Active in Reports: 04/14/2008
Number of Days to Update: 11

Source: California Region Water Quality Control Board Santa Ana Region (8)
Telephone: 951-782-3298
Last EDR Contact: 09/12/2011
Next Scheduled EDR Contact: 12/26/2011
Data Release Frequency: Semi-Annually

SLIC REG 9: Spills, Leaks, Investigation & Cleanup Cost Recovery Listing
The SLIC (Spills, Leaks, Investigations and Cleanup) program is designed to protect and restore water quality from spills, leaks, and similar discharges.

Date of Government Version: 09/10/2007
Date Data Arrived at EDR: 09/11/2007
Date Made Active in Reports: 09/28/2007
Number of Days to Update: 17

Source: California Regional Water Quality Control Board San Diego Region (9)
Telephone: 858-467-2980
Last EDR Contact: 08/08/2011
Next Scheduled EDR Contact: 11/21/2011
Data Release Frequency: Annually

State and tribal registered storage tank lists

FEMA UST: Underground Storage Tank Listing
A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010
Date Data Arrived at EDR: 02/16/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 55

Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Varies

UST: Active UST Facilities
Active UST facilities gathered from the local regulatory agencies

Date of Government Version: 06/13/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/08/2016
Number of Days to Update: 55

Source: SWRCB
Telephone: 916-341-5851
Last EDR Contact: 09/14/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Semi-Annually

AST: Aboveground Petroleum Storage Tank Facilities
A listing of aboveground storage tank petroleum storage tank locations.

Date of Government Version: 07/06/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 09/19/2016
Number of Days to Update: 69

Source: California Environmental Protection Agency
Telephone: 916-327-5092
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Quarterly

INDIAN UST R5: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 11/05/2015
Date Data Arrived at EDR: 11/13/2015
Date Made Active in Reports: 01/04/2016
Number of Days to Update: 52

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 01/07/2016
Date Data Arrived at EDR: 01/08/2016
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 41

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Quarterly

INDIAN UST R9: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 02/25/2016
Date Data Arrived at EDR: 04/27/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 37

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 01/26/2016
Date Data Arrived at EDR: 02/05/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 119

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Quarterly

INDIAN UST R1: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/20/2015
Date Data Arrived at EDR: 10/29/2015
Date Made Active in Reports: 01/04/2016
Number of Days to Update: 67

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 07/29/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 02/05/2016
Date Data Arrived at EDR: 04/29/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 35

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 07/26/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Semi-Annually

INDIAN UST R6: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 12/03/2015
Date Data Arrived at EDR: 02/04/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 120

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Semi-Annually

INDIAN UST R7: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 09/23/2014
Date Data Arrived at EDR: 11/25/2014
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 65

Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

State and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015
Date Data Arrived at EDR: 09/29/2015
Date Made Active in Reports: 02/18/2016
Number of Days to Update: 142

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 07/01/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng
A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

VCP: Voluntary Cleanup Program Properties
Contains low threat level properties with either confirmed or unconfirmed releases and the project proponents have request that DTSC oversee investigation and/or cleanup activities and have agreed to provide coverage for DTSC's costs.

Date of Government Version: 05/02/2016
Date Data Arrived at EDR: 05/04/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 48

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 08/02/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Quarterly

State and tribal Brownfields sites

BROWNFIELDS: Considered Brownfieds Sites Listing
A listing of sites the SWRCB considers to be Brownfields since these are sites have come to them through the MOA Process.

Date of Government Version: 02/29/2016
Date Data Arrived at EDR: 03/07/2016
Date Made Active in Reports: 05/04/2016
Number of Days to Update: 58

Source: State Water Resources Control Board
Telephone: 916-323-7905
Last EDR Contact: 06/15/2016
Next Scheduled EDR Contact: 09/19/2016
Data Release Frequency: Varies

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites
Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 06/21/2016
Date Data Arrived at EDR: 06/22/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 72

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 06/22/2016
Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

WMUDS/SWAT: Waste Management Unit Database
Waste Management Unit Database System. WMUDS is used by the State Water Resources Control Board staff and the Regional Water Quality Control Boards for program tracking and inventory of waste management units. WMUDS is composed of the following databases: Facility Information, Scheduled Inspections Information, Waste Management Unit Information, SWAT Program Information, SWAT Report Summary Information, SWAT Report Summary Data, Chapter 15 (formerly Subchapter 15) Information, Chapter 15 Monitoring Parameters, TPCA Program Information, RCRA Program Information, Closure Information, and Interested Parties Information.

Date of Government Version: 04/01/2000
Date Data Arrived at EDR: 04/10/2000
Date Made Active in Reports: 05/10/2000
Number of Days to Update: 30

Source: State Water Resources Control Board
Telephone: 916-227-4448
Last EDR Contact: 08/03/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: No Update Planned

SWRCY: Recycler Database
A listing of recycling facilities in California.

Date of Government Version: 06/13/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 56

Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 09/14/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Quarterly

HAULERS: Registered Waste Tire Haulers Listing
A listing of registered waste tire haulers.

Date of Government Version: 06/16/2016
Date Data Arrived at EDR: 06/16/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 54

Source: Integrated Waste Management Board
Telephone: 916-341-6422
Last EDR Contact: 08/10/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands
Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52

Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 08/05/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Varies

ODI: Open Dump Inventory
An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations
A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137

Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 07/20/2016
Next Scheduled EDR Contact: 10/07/2016
Data Release Frequency: No Update Planned

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register
A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 05/04/2016
Date Data Arrived at EDR: 06/03/2016
Date Made Active in Reports: 07/13/2016
Number of Days to Update: 40

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 05/31/2016
Next Scheduled EDR Contact: 06/13/2016
Data Release Frequency: No Update Planned

HIST CAL-SITES: Calsites Database
The Calsites database contains potential or confirmed hazardous substance release properties. In 1996, California EPA reevaluated and significantly reduced the number of sites in the Calsites database. No longer updated by the state agency. It has been replaced by ENVIROSTOR.

Date of Government Version: 08/08/2005
Date Data Arrived at EDR: 08/03/2006
Date Made Active in Reports: 08/24/2006
Number of Days to Update: 21

Source: Department of Toxic Substance Control
Telephone: 916-323-3400
Last EDR Contact: 02/23/2009
Next Scheduled EDR Contact: 05/25/2009
Data Release Frequency: No Update Planned

SCH: School Property Evaluation Program
This category contains proposed and existing school sites that are being evaluated by DTSC for possible hazardous materials contamination. In some cases, these properties may be listed in the CalSites category depending on the level of threat to public health and safety or the environment they pose.

Date of Government Version: 05/02/2016
Date Data Arrived at EDR: 05/04/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 48

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 08/02/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Quarterly

CDL: Clandestine Drug Labs

A listing of drug lab locations. Listing of a location in this database does not indicate that any illegal drug lab materials were or were not present there, and does not constitute a determination that the location either requires or does not require additional cleanup work.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 05/10/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 38

Source: Department of Toxic Substances Control
Telephone: 916-255-6504
Last EDR Contact: 08/15/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Varies

TOXIC PITS: Toxic Pits Cleanup Act Sites

Toxic PITS Cleanup Act Sites. TOXIC PITS identifies sites suspected of containing hazardous substances where cleanup has not yet been completed.

Date of Government Version: 07/01/1995
Date Data Arrived at EDR: 08/30/1995
Date Made Active in Reports: 09/26/1995
Number of Days to Update: 27

Source: State Water Resources Control Board
Telephone: 916-227-4364
Last EDR Contact: 01/26/2009
Next Scheduled EDR Contact: 04/27/2009
Data Release Frequency: No Update Planned

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 05/04/2016
Date Data Arrived at EDR: 06/03/2016
Date Made Active in Reports: 07/13/2016
Number of Days to Update: 40

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 08/31/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Quarterly

Local Lists of Registered Storage Tanks

SWEEPS UST: SWEEPS UST Listing

Statewide Environmental Evaluation and Planning System. This underground storage tank listing was updated and maintained by a company contacted by the SWRCB in the early 1990's. The listing is no longer updated or maintained. The local agency is the contact for more information on a site on the SWEEPS list.

Date of Government Version: 06/01/1994
Date Data Arrived at EDR: 07/07/2005
Date Made Active in Reports: 08/11/2005
Number of Days to Update: 35

Source: State Water Resources Control Board
Telephone: N/A
Last EDR Contact: 06/03/2005
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

UST MENDOCINO: Mendocino County UST Database

A listing of underground storage tank locations in Mendocino County.

Date of Government Version: 06/07/2016
Date Data Arrived at EDR: 06/09/2016
Date Made Active in Reports: 06/23/2016
Number of Days to Update: 14

Source: Department of Public Health
Telephone: 707-463-4466
Last EDR Contact: 09/12/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Annually

HIST UST: Hazardous Substance Storage Container Database
The Hazardous Substance Storage Container Database is a historical listing of UST sites. Refer to local/county source for current data.

Date of Government Version: 10/15/1990
Date Data Arrived at EDR: 01/25/1991
Date Made Active in Reports: 02/12/1991
Number of Days to Update: 18

Source: State Water Resources Control Board
Telephone: 916-341-5851
Last EDR Contact: 07/26/2001
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

CA FID UST: Facility Inventory Database
The Facility Inventory Database (FID) contains a historical listing of active and inactive underground storage tank locations from the State Water Resource Control Board. Refer to local/county source for current data.

Date of Government Version: 10/31/1994
Date Data Arrived at EDR: 09/05/1995
Date Made Active in Reports: 09/29/1995
Number of Days to Update: 24

Source: California Environmental Protection Agency
Telephone: 916-341-5851
Last EDR Contact: 12/28/1998
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Local Land Records

LIENS: Environmental Liens Listing
A listing of property locations with environmental liens for California where DTSC is a lien holder.

Date of Government Version: 06/02/2016
Date Data Arrived at EDR: 06/07/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 43

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 09/02/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Varies

LIENS 2: CERCLA Lien Information
A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 02/18/2014
Date Data Arrived at EDR: 03/18/2014
Date Made Active in Reports: 04/24/2014
Number of Days to Update: 37

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 07/29/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

DEED: Deed Restriction Listing
Site Mitigation and Brownfields Reuse Program Facility Sites with Deed Restrictions & Hazardous Waste Management Program Facility Sites with Deed / Land Use Restriction. The DTSC Site Mitigation and Brownfields Reuse Program (SMBRP) list includes sites cleaned up under the program's oversight and generally does not include current or former hazardous waste facilities that required a hazardous waste facility permit. The list represents deed restrictions that are active. Some sites have multiple deed restrictions. The DTSC Hazardous Waste Management Program (HWMP) has developed a list of current or former hazardous waste facilities that have a recorded land use restriction at the local county recorder's office. The land use restrictions on this list were required by the DTSC HWMP as a result of the presence of hazardous substances that remain on site after the facility (or part of the facility) has been closed or cleaned up. The types of land use restriction include deed notice, deed restriction, or a land use restriction that binds current and future owners.

Date of Government Version: 06/06/2016
Date Data Arrived at EDR: 06/07/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 43

Source: DTSC and SWRCB
Telephone: 916-323-3400
Last EDR Contact: 09/07/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 06/24/2015
Date Data Arrived at EDR: 06/26/2015
Date Made Active in Reports: 09/02/2015
Number of Days to Update: 68

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 06/28/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Annually

CHMIRS: California Hazardous Material Incident Report System
California Hazardous Material Incident Reporting System. CHMIRS contains information on reported hazardous material incidents (accidental releases or spills).

Date of Government Version: 04/11/2016
Date Data Arrived at EDR: 04/27/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 51

Source: Office of Emergency Services
Telephone: 916-845-8400
Last EDR Contact: 07/26/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

LDS: Land Disposal Sites Listing
The Land Disposal program regulates of waste discharge to land for treatment, storage and disposal in waste management units.

Date of Government Version: 06/13/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 56

Source: State Water Qualilty Control Board
Telephone: 866-480-1028
Last EDR Contact: 09/13/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Quarterly

MCS: Military Cleanup Sites Listing
The State Water Resources Control Board and nine Regional Water Quality Control Boards partner with the Department of Defense (DoD) through the Defense and State Memorandum of Agreement (DSMOA) to oversee the investigation and remediation of water quality issues at military facilities.

Date of Government Version: 06/13/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 56

Source: State Water Resources Control Board
Telephone: 866-480-1028
Last EDR Contact: 09/13/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Quarterly

SPILLS 90: SPILLS90 data from FirstSearch
Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 06/06/2012
Date Data Arrived at EDR: 01/03/2013
Date Made Active in Reports: 02/22/2013
Number of Days to Update: 50

Source: FirstSearch
Telephone: N/A
Last EDR Contact: 01/03/2013
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 06/21/2016
Date Data Arrived at EDR: 06/30/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 64

Source: Environmental Protection Agency
Telephone: (415) 495-8895
Last EDR Contact: 06/30/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Varies

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 01/31/2015
Date Data Arrived at EDR: 07/08/2015
Date Made Active in Reports: 10/13/2015
Number of Days to Update: 97

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 09/09/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 07/15/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Semi-Annually

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339

Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 07/15/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011
Date Data Arrived at EDR: 03/09/2011
Date Made Active in Reports: 05/02/2011
Number of Days to Update: 54

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 08/15/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 05/08/2016
Date Data Arrived at EDR: 05/18/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 107

Source: Environmental Protection Agency
Telephone: 202-566-1917
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013
Date Data Arrived at EDR: 03/21/2014
Date Made Active in Reports: 06/17/2014
Number of Days to Update: 88

Source: Environmental Protection Agency
Telephone: 617-520-3000
Last EDR Contact: 08/08/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 04/22/2013
Date Data Arrived at EDR: 03/03/2015
Date Made Active in Reports: 03/09/2015
Number of Days to Update: 6

Source: Environmental Protection Agency
Telephone: 703-308-4044
Last EDR Contact: 09/06/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2012
Date Data Arrived at EDR: 01/15/2015
Date Made Active in Reports: 01/29/2015
Number of Days to Update: 14

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 06/24/2016
Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 11/24/2015
Date Made Active in Reports: 04/05/2016
Number of Days to Update: 133

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 08/26/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 12/10/2010
Date Made Active in Reports: 02/25/2011
Number of Days to Update: 77

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 07/25/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 11/25/2013
Date Data Arrived at EDR: 12/12/2013
Date Made Active in Reports: 02/24/2014
Number of Days to Update: 74

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 09/09/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 05/01/2016
Date Data Arrived at EDR: 05/26/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 99

Source: Environmental Protection Agency
Telephone: 202-564-8600
Last EDR Contact: 07/25/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 10/25/2013
Date Data Arrived at EDR: 10/17/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 3

Source: EPA
Telephone: 202-564-6023
Last EDR Contact: 08/12/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2016
Date Data Arrived at EDR: 04/28/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 127

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 07/15/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System
The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 01/23/2015
Date Data Arrived at EDR: 02/06/2015
Date Made Active in Reports: 03/09/2015
Number of Days to Update: 31

Source: Environmental Protection Agency
Telephone: 202-564-5088
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Quarterly

MLTS: Material Licensing Tracking System
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 03/07/2016
Date Data Arrived at EDR: 03/18/2016
Date Made Active in Reports: 04/15/2016
Number of Days to Update: 28

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 09/05/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76

Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 09/09/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 07/01/2014
Date Data Arrived at EDR: 09/10/2014
Date Made Active in Reports: 10/20/2014
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 09/06/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011
Date Data Arrived at EDR: 10/19/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 83

Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 07/29/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Varies

RADINFO: Radiation Information Database
The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/07/2015
Date Data Arrived at EDR: 07/09/2015
Date Made Active in Reports: 09/16/2015
Number of Days to Update: 69

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing
A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing
A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data
Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/31/2012
Date Data Arrived at EDR: 08/07/2012
Date Made Active in Reports: 09/18/2012
Number of Days to Update: 42

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 08/02/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees
Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 04/06/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 149

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 07/15/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 02/24/2015
Date Made Active in Reports: 09/30/2015
Number of Days to Update: 218

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 08/26/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 12/08/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 34

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 07/15/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 03/11/2016
Date Data Arrived at EDR: 03/15/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 80

Source: Department of Energy
Telephone: 202-586-3559
Last EDR Contact: 07/26/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010
Date Data Arrived at EDR: 10/07/2011
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 146

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 09/09/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 03/07/2016
Date Data Arrived at EDR: 04/07/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 148

Source: Environmental Protection Agency
Telephone: 703-603-8787
Last EDR Contact: 07/08/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001
Date Data Arrived at EDR: 10/27/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 36

Source: American Journal of Public Health
Telephone: 703-305-6451
Last EDR Contact: 12/02/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/20/2015
Date Data Arrived at EDR: 10/27/2015
Date Made Active in Reports: 01/04/2016
Number of Days to Update: 69

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 06/22/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data

A listing of minor source facilities.

Date of Government Version: 10/20/2015
Date Data Arrived at EDR: 10/27/2015
Date Made Active in Reports: 01/04/2016
Number of Days to Update: 69

Source: EPA
Telephone: 202-564-2496
Last EDR Contact: 06/22/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Annually

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 02/09/2016
Date Data Arrived at EDR: 03/02/2016
Date Made Active in Reports: 04/15/2016
Number of Days to Update: 44

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 09/01/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Date of Government Version: 12/05/2005
Date Data Arrived at EDR: 02/29/2008
Date Made Active in Reports: 04/18/2008
Number of Days to Update: 49

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 09/02/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011
Date Data Arrived at EDR: 06/08/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 97

Source: USGS
Telephone: 703-648-7709
Last EDR Contact: 09/02/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Varies

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 07/20/2015
Date Data Arrived at EDR: 09/09/2015
Date Made Active in Reports: 11/03/2015
Number of Days to Update: 55

Source: EPA
Telephone: (415) 947-8000
Last EDR Contact: 09/07/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Quarterly

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 10/25/2015
Date Data Arrived at EDR: 01/29/2016
Date Made Active in Reports: 04/05/2016
Number of Days to Update: 67

Source: Department of Defense
Telephone: 571-373-0407
Last EDR Contact: 09/19/2016
Next Scheduled EDR Contact: 01/02/2017
Data Release Frequency: Varies

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 06/02/2016
Date Data Arrived at EDR: 06/03/2016
Date Made Active in Reports: 09/02/2016
Number of Days to Update: 91

Source: Environmental Protection Agency
Telephone: 202-564-0527
Last EDR Contact: 08/24/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Varies

CA BOND EXP. PLAN: Bond Expenditure Plan

Department of Health Services developed a site-specific expenditure plan as the basis for an appropriation of Hazardous Substance Cleanup Bond Act funds. It is not updated.

Date of Government Version: 01/01/1989
Date Data Arrived at EDR: 07/27/1994
Date Made Active in Reports: 08/02/1994
Number of Days to Update: 6

Source: Department of Health Services
Telephone: 916-255-2118
Last EDR Contact: 05/31/1994
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

CORTESE: "Cortese" Hazardous Waste & Substances Sites List

The sites for the list are designated by the State Water Resource Control Board (LUST), the Integrated Waste Board (SWF/LS), and the Department of Toxic Substances Control (Cal-Sites).

Date of Government Version: 06/27/2016
Date Data Arrived at EDR: 06/28/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 51

Source: CAL EPA/Office of Emergency Information
Telephone: 916-323-3400
Last EDR Contact: 06/28/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Quarterly

DRYCLEANERS: Cleaner Facilities

A list of drycleaner related facilities that have EPA ID numbers. These are facilities with certain SIC codes: power laundries, family and commercial; garment pressing and cleaner's agents; linen supply; coin-operated laundries and cleaning; drycleaning plants, except rugs; carpet and upholster cleaning; industrial launderers; laundry and garment services.

Date of Government Version: 06/02/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 37

Source: Department of Toxic Substance Control
Telephone: 916-327-4498
Last EDR Contact: 09/02/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Annually

EMI: Emissions Inventory Data
Toxics and criteria pollutant emissions data collected by the ARB and local air pollution agencies.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 06/22/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 48

Source: California Air Resources Board
Telephone: 916-322-2990
Last EDR Contact: 06/22/2016
Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Varies

ENF: Enforcement Action Listing
A listing of Water Board Enforcement Actions. Formal is everything except Oral/Verbal Communication, Notice of Violation, Expedited Payment Letter, and Staff Enforcement Letter.

Date of Government Version: 05/25/2016
Date Data Arrived at EDR: 05/27/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 54

Source: State Water Resoruces Control Board
Telephone: 916-445-9379
Last EDR Contact: 08/22/2016
Next Scheduled EDR Contact: 10/07/2016
Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing
Financial Assurance information

Date of Government Version: 04/25/2016
Date Data Arrived at EDR: 04/29/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 53

Source: Department of Toxic Substances Control
Telephone: 916-255-3628
Last EDR Contact: 07/20/2016
Next Scheduled EDR Contact: 10/07/2016
Data Release Frequency: Varies

Financial Assurance 2: Financial Assurance Information Listing
A listing of financial assurance information for solid waste facilities. Financial assurance is intended to ensure that resources are available to pay for the cost of closure, post-closure care, and corrective measures if the owner or operator of a regulated facility is unable or unwilling to pay.

Date of Government Version: 05/25/2016
Date Data Arrived at EDR: 06/01/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 49

Source: California Integrated Waste Management Board
Telephone: 916-341-6066
Last EDR Contact: 08/10/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: Varies

HAZNET: Facility and Manifest Data
Facility and Manifest Data. The data is extracted from the copies of hazardous waste manifests received each year by the DTSC. The annual volume of manifests is typically 700,000 - 1,000,000 annually, representing approximately 350,000 - 500,000 shipments. Data are from the manifests submitted without correction, and therefore many contain some invalid values for data elements such as generator ID, TSD ID, waste category, and disposal method. This database begins with calendar year 1993.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 10/14/2015
Date Made Active in Reports: 12/11/2015
Number of Days to Update: 58

Source: California Environmental Protection Agency
Telephone: 916-255-1136
Last EDR Contact: 07/15/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Annually

HIST CORTESE: Hazardous Waste & Substance Site List
The sites for the list are designated by the State Water Resource Control Board [LUST], the Integrated Waste Board [SWF/LS], and the Department of Toxic Substances Control [CALSITES]. This listing is no longer updated by the state agency.

Date of Government Version: 04/01/2001
Date Data Arrived at EDR: 01/22/2009
Date Made Active in Reports: 04/08/2009
Number of Days to Update: 76

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 01/22/2009
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

HWP: EnviroStor Permitted Facilities Listing
Detailed information on permitted hazardous waste facilities and corrective action ("cleanups") tracked in EnviroStor.

Date of Government Version: 05/23/2016
Date Data Arrived at EDR: 05/25/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 56

Source: Department of Toxic Substances Control
Telephone: 916-323-3400
Last EDR Contact: 08/23/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Quarterly

HWT: Registered Hazardous Waste Transporter Database
A listing of hazardous waste transporters. In California, unless specifically exempted, it is unlawful for any person to transport hazardous wastes unless the person holds a valid registration issued by DTSC. A hazardous waste transporter registration is valid for one year and is assigned a unique registration number.

Date of Government Version: 07/11/2016
Date Data Arrived at EDR: 07/13/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 36

Source: Department of Toxic Substances Control
Telephone: 916-440-7145
Last EDR Contact: 07/13/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Quarterly

MINES: Mines Site Location Listing
A listing of mine site locations from the Office of Mine Reclamation.

Date of Government Version: 06/13/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 56

Source: Department of Conservation
Telephone: 916-322-1080
Last EDR Contact: 09/14/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Varies

MWMP: Medical Waste Management Program Listing
The Medical Waste Management Program (MWMP) ensures the proper handling and disposal of medical waste by permitting and inspecting medical waste Offsite Treatment Facilities (PDF) and Transfer Stations (PDF) throughout the state. MWMP also oversees all Medical Waste Transporters.

Date of Government Version: 05/25/2016
Date Data Arrived at EDR: 06/07/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 43

Source: Department of Public Health
Telephone: 916-558-1784
Last EDR Contact: 09/07/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Varies

NPDES: NPDES Permits Listing
A listing of NPDES permits, including stormwater.

Date of Government Version: 05/16/2016
Date Data Arrived at EDR: 05/18/2016
Date Made Active in Reports: 06/23/2016
Number of Days to Update: 36

Source: State Water Resources Control Board
Telephone: 916-445-9379
Last EDR Contact: 08/16/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: Quarterly

PEST LIC: Pesticide Regulation Licenses Listing
A listing of licenses and certificates issued by the Department of Pesticide Regulation. The DPR issues licenses and/or certificates to: Persons and businesses that apply or sell pesticides; Pest control dealers and brokers; Persons who advise on agricultural pesticide applications.

Date of Government Version: 06/06/2016
Date Data Arrived at EDR: 06/07/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 43

Source: Department of Pesticide Regulation
Telephone: 916-445-4038
Last EDR Contact: 09/07/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Quarterly

PROC: Certified Processors Database
A listing of certified processors.

Date of Government Version: 06/13/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 56

Source: Department of Conservation
Telephone: 916-323-3836
Last EDR Contact: 09/14/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Quarterly

NOTIFY 65: Proposition 65 Records
Listings of all Proposition 65 incidents reported to counties by the State Water Resources Control Board and the Regional Water Quality Control Board. This database is no longer updated by the reporting agency.

Date of Government Version: 09/10/2015
Date Data Arrived at EDR: 01/05/2016
Date Made Active in Reports: 02/12/2016
Number of Days to Update: 38

Source: State Water Resources Control Board
Telephone: 916-445-3846
Last EDR Contact: 09/19/2016
Next Scheduled EDR Contact: 01/02/2017
Data Release Frequency: No Update Planned

UIC: UIC Listing
A listing of wells identified as underground injection wells, in the California Oil and Gas Wells database.

Date of Government Version: 02/12/2016
Date Data Arrived at EDR: 03/16/2016
Date Made Active in Reports: 06/13/2016
Number of Days to Update: 89

Source: Deaprtment of Conservation
Telephone: 916-445-2408
Last EDR Contact: 09/14/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Varies

WASTEWATER PITS: Oil Wastewater Pits Listing
Water officials discovered that oil producers have been dumping chemical-laden wastewater into hundreds of unlined pits that are operating without proper permits. Inspections completed by the Central Valley Regional Water Quality Control Board revealed the existence of previously unidentified waste sites. The water board?s review found that more than one-third of the region?s active disposal pits are operating without permission.

Date of Government Version: 04/15/2015
Date Data Arrived at EDR: 04/17/2015
Date Made Active in Reports: 06/23/2015
Number of Days to Update: 67

Source: RWQCB, Central Valley Region
Telephone: 559-445-5577
Last EDR Contact: 07/15/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Varies

WDS: Waste Discharge System
Sites which have been issued waste discharge requirements.

Date of Government Version: 06/19/2007
Date Data Arrived at EDR: 06/20/2007
Date Made Active in Reports: 06/29/2007
Number of Days to Update: 9

Source: State Water Resources Control Board
Telephone: 916-341-5227
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Quarterly

WIP: Well Investigation Program Case List
Well Investigation Program case in the San Gabriel and San Fernando Valley area.

Date of Government Version: 07/03/2009
Date Data Arrived at EDR: 07/21/2009
Date Made Active in Reports: 08/03/2009
Number of Days to Update: 13

Source: Los Angeles Water Quality Control Board
Telephone: 213-576-6726
Last EDR Contact: 06/24/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Varies

ECHO: Enforcement & Compliance History Information
ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 09/20/2015
Date Data Arrived at EDR: 09/23/2015
Date Made Active in Reports: 01/04/2016
Number of Days to Update: 103

Source: Environmental Protection Agency
Telephone: 202-564-2280
Last EDR Contact: 06/22/2016
Next Scheduled EDR Contact: 10/03/2016
Data Release Frequency: Quarterly

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 05/24/2016
Date Data Arrived at EDR: 05/25/2016
Date Made Active in Reports: 07/13/2016
Number of Days to Update: 49

Source: EPA
Telephone: 800-385-6164
Last EDR Contact: 08/23/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Quarterly

ICE: ICE

Contains data pertaining to the Permitted Facilities with Inspections / Enforcements sites tracked in Envirostor.

Date of Government Version: 05/23/2016
Date Data Arrived at EDR: 05/25/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 56

Source: Department of Toxic Subsances Control
Telephone: 877-786-9427
Last EDR Contact: 08/23/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Quarterly

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historic Gas Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historic Dry Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Resources Recycling and Recovery in California.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/13/2014
Number of Days to Update: 196

Source: Department of Resources Recycling and Recovery
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the State Water Resources Control Board in California.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: State Water Resources Control Board
Telephone: N/A
Last EDR Contact: 06/01/2012
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

COUNTY RECORDS

ALAMEDA COUNTY:

Contaminated Sites

A listing of contaminated sites overseen by the Toxic Release Program (oil and groundwater contamination from chemical releases and spills) and the Leaking Underground Storage Tank Program (soil and ground water contamination from leaking petroleum USTs).

Date of Government Version: 07/07/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 37

Source: Alameda County Environmental Health Services
Telephone: 510-567-6700
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Semi-Annually

Underground Tanks

Underground storage tank sites located in Alameda county.

Date of Government Version: 07/07/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 08/08/2016
Number of Days to Update: 27

Source: Alameda County Environmental Health Services
Telephone: 510-567-6700
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Semi-Annually

AMADOR COUNTY:

CUPA Facility List
Cupa Facility List

Date of Government Version: 06/06/2016
Date Data Arrived at EDR: 06/09/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 12

Source: Amador County Environmental Health
Telephone: 209-223-6439
Last EDR Contact: 09/02/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Varies

BUTTE COUNTY:

CUPA Facility Listing
Cupa facility list.

Date of Government Version: 06/02/2016
Date Data Arrived at EDR: 06/03/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 18

Source: Public Health Department
Telephone: 530-538-7149
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: No Update Planned

CALVERAS COUNTY:

CUPA Facility Listing
Cupa Facility Listing

Date of Government Version: 04/29/2016
Date Data Arrived at EDR: 05/03/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 45

Source: Calveras County Environmental Health
Telephone: 209-754-6399
Last EDR Contact: 06/27/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Quarterly

COLUSA COUNTY:

CUPA Facility List
Cupa facility list.

Date of Government Version: 05/25/2016
Date Data Arrived at EDR: 05/26/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 22

Source: Health & Human Services
Telephone: 530-458-0396
Last EDR Contact: 09/06/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Varies

CONTRA COSTA COUNTY:

Site List
List includes sites from the underground tank, hazardous waste generator and business plan/2185 programs.

Date of Government Version: 05/24/2016
Date Data Arrived at EDR: 05/26/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 55

Source: Contra Costa Health Services Department
Telephone: 925-646-2286
Last EDR Contact: 08/01/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Semi-Annually

DEL NORTE COUNTY:

CUPA Facility List
Cupa Facility list

Date of Government Version: 04/08/2016
Date Data Arrived at EDR: 05/03/2016
Date Made Active in Reports: 06/22/2016
Number of Days to Update: 50

Source: Del Norte County Environmental Health Division
Telephone: 707-465-0426
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Varies

EL DORADO COUNTY:

CUPA Facility List
CUPA facility list.

Date of Government Version: 05/24/2016
Date Data Arrived at EDR: 05/26/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 75

Source: El Dorado County Environmental Management Department
Telephone: 530-621-6623
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Varies

FRESNO COUNTY:

CUPA Resources List
Certified Unified Program Agency. CUPA's are responsible for implementing a unified hazardous materials and hazardous waste management regulatory program. The agency provides oversight of businesses that deal with hazardous materials, operate underground storage tanks or aboveground storage tanks.

Date of Government Version: 07/13/2016
Date Data Arrived at EDR: 07/19/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 21

Source: Dept. of Community Health
Telephone: 559-445-3271
Last EDR Contact: 07/13/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Semi-Annually

HUMBOLDT COUNTY:

CUPA Facility List
CUPA facility list.

Date of Government Version: 07/06/2016
Date Data Arrived at EDR: 07/08/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 41

Source: Humboldt County Environmental Health
Telephone: N/A
Last EDR Contact: 08/22/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

IMPERIAL COUNTY:

CUPA Facility List
Cupa facility list.

Date of Government Version: 04/26/2016
Date Data Arrived at EDR: 04/28/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 50

Source: San Diego Border Field Office
Telephone: 760-339-2777
Last EDR Contact: 07/20/2016
Next Scheduled EDR Contact: 10/07/2016
Data Release Frequency: Varies

INYO COUNTY:

CUPA Facility List
Cupa facility list.

Date of Government Version: 09/10/2013
Date Data Arrived at EDR: 09/11/2013
Date Made Active in Reports: 10/14/2013
Number of Days to Update: 33

Source: Inyo County Environmental Health Services
Telephone: 760-878-0238
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

KERN COUNTY:

Underground Storage Tank Sites & Tank Listing
Kern County Sites and Tanks Listing.

Date of Government Version: 05/16/2016
Date Data Arrived at EDR: 05/20/2016
Date Made Active in Reports: 08/08/2016
Number of Days to Update: 80

Source: Kern County Environment Health Services Department
Telephone: 661-862-8700
Last EDR Contact: 08/03/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

KINGS COUNTY:

CUPA Facility List
A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 05/25/2016
Date Data Arrived at EDR: 05/27/2016
Date Made Active in Reports: 06/22/2016
Number of Days to Update: 26

Source: Kings County Department of Public Health
Telephone: 559-584-1411
Last EDR Contact: 09/19/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

LAKE COUNTY:

CUPA Facility List
Cupa facility list

Date of Government Version: 04/26/2016
Date Data Arrived at EDR: 04/27/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 51

Source: Lake County Environmental Health
Telephone: 707-263-1164
Last EDR Contact: 08/19/2016
Next Scheduled EDR Contact: 10/31/2016
Data Release Frequency: Varies

LOS ANGELES COUNTY:

San Gabriel Valley Areas of Concern
San Gabriel Valley areas where VOC contamination is at or above the MCL as designated by region 9 EPA office.

Date of Government Version: 03/30/2009
Date Data Arrived at EDR: 03/31/2009
Date Made Active in Reports: 10/23/2009
Number of Days to Update: 206

Source: EPA Region 9
Telephone: 415-972-3178
Last EDR Contact: 09/19/2016
Next Scheduled EDR Contact: 01/02/2017
Data Release Frequency: No Update Planned

HMS: Street Number List
Industrial Waste and Underground Storage Tank Sites.

Date of Government Version: 07/05/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 37

Source: Department of Public Works
Telephone: 626-458-3517
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Semi-Annually

List of Solid Waste Facilities
Solid Waste Facilities in Los Angeles County.

Date of Government Version: 04/18/2016
Date Data Arrived at EDR: 04/20/2016
Date Made Active in Reports: 06/01/2016
Number of Days to Update: 42

Source: La County Department of Public Works
Telephone: 818-458-5185
Last EDR Contact: 07/19/2016
Next Scheduled EDR Contact: 10/31/2016
Data Release Frequency: Varies

City of Los Angeles Landfills
Landfills owned and maintained by the City of Los Angeles.

Date of Government Version: 01/01/2016
Date Data Arrived at EDR: 01/26/2016
Date Made Active in Reports: 03/22/2016
Number of Days to Update: 56

Source: Engineering & Construction Division
Telephone: 213-473-7869
Last EDR Contact: 07/18/2016
Next Scheduled EDR Contact: 10/31/2016
Data Release Frequency: Varies

Site Mitigation List
Industrial sites that have had some sort of spill or complaint.

Date of Government Version: 03/29/2016
Date Data Arrived at EDR: 04/06/2016
Date Made Active in Reports: 06/13/2016
Number of Days to Update: 68

Source: Community Health Services
Telephone: 323-890-7806
Last EDR Contact: 07/13/2016
Next Scheduled EDR Contact: 10/31/2016
Data Release Frequency: Annually

City of El Segundo Underground Storage Tank
Underground storage tank sites located in El Segundo city.

Date of Government Version: 03/30/2015
Date Data Arrived at EDR: 04/02/2015
Date Made Active in Reports: 04/13/2015
Number of Days to Update: 11

Source: City of El Segundo Fire Department
Telephone: 310-524-2236
Last EDR Contact: 07/13/2016
Next Scheduled EDR Contact: 10/31/2016
Data Release Frequency: Semi-Annually

City of Long Beach Underground Storage Tank
Underground storage tank sites located in the city of Long Beach.

Date of Government Version: 11/04/2015
Date Data Arrived at EDR: 11/13/2015
Date Made Active in Reports: 12/17/2015
Number of Days to Update: 34

Source: City of Long Beach Fire Department
Telephone: 562-570-2563
Last EDR Contact: 07/25/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Annually

City of Torrance Underground Storage Tank
Underground storage tank sites located in the city of Torrance.

Date of Government Version: 06/23/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 28

Source: City of Torrance Fire Department
Telephone: 310-618-2973
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Semi-Annually

MADERA COUNTY:

CUPA Facility List
A listing of sites included in the county's Certified Unified Program Agency database. California's Secretary for Environmental Protection established the unified hazardous materials and hazardous waste regulatory program as required by chapter 6.11 of the California Health and Safety Code. The Unified Program consolidates the administration, permits, inspections, and enforcement activities.

Date of Government Version: 06/02/2016
Date Data Arrived at EDR: 06/03/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 67

Source: Madera County Environmental Health
Telephone: 559-675-7823
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

MARIN COUNTY:

Underground Storage Tank Sites
Currently permitted USTs in Marin County.

Date of Government Version: 04/07/2016
Date Data Arrived at EDR: 04/26/2016
Date Made Active in Reports: 06/01/2016
Number of Days to Update: 36

Source: Public Works Department Waste Management
Telephone: 415-499-6647
Last EDR Contact: 06/30/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Semi-Annually

MERCED COUNTY:

CUPA Facility List
CUPA facility list.

Date of Government Version: 06/15/2016
Date Data Arrived at EDR: 06/20/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 59

Source: Merced County Environmental Health
Telephone: 209-381-1094
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

MONO COUNTY:

CUPA Facility List
CUPA Facility List

Date of Government Version: 05/25/2016
Date Data Arrived at EDR: 06/01/2016
Date Made Active in Reports: 06/22/2016
Number of Days to Update: 21

Source: Mono County Health Department
Telephone: 760-932-5580
Last EDR Contact: 08/24/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Varies

MONTEREY COUNTY:

CUPA Facility Listing
CUPA Program listing from the Environmental Health Division.

Date of Government Version: 06/24/2016
Date Data Arrived at EDR: 06/27/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 43

Source: Monterey County Health Department
Telephone: 831-796-1297
Last EDR Contact: 08/22/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

NAPA COUNTY:

Sites With Reported Contamination
A listing of leaking underground storage tank sites located in Napa county.

Date of Government Version: 12/05/2011
Date Data Arrived at EDR: 12/06/2011
Date Made Active in Reports: 02/07/2012
Number of Days to Update: 63

Source: Napa County Department of Environmental Management
Telephone: 707-253-4269
Last EDR Contact: 08/24/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: No Update Planned

Closed and Operating Underground Storage Tank Sites
Underground storage tank sites located in Napa county.

Date of Government Version: 01/15/2008
Date Data Arrived at EDR: 01/16/2008
Date Made Active in Reports: 02/08/2008
Number of Days to Update: 23

Source: Napa County Department of Environmental Management
Telephone: 707-253-4269
Last EDR Contact: 08/24/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: No Update Planned

NEVADA COUNTY:

CUPA Facility List
CUPA facility list.

Date of Government Version: 04/18/2016
Date Data Arrived at EDR: 05/06/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 42

Source: Community Development Agency
Telephone: 530-265-1467
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Varies

ORANGE COUNTY:

List of Industrial Site Cleanups
Petroleum and non-petroleum spills.

Date of Government Version: 05/01/2016
Date Data Arrived at EDR: 05/17/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 35

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 08/08/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Annually

List of Underground Storage Tank Cleanups
Orange County Underground Storage Tank Cleanups (LUST).

Date of Government Version: 05/01/2016
Date Data Arrived at EDR: 05/17/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 35

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 08/08/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

List of Underground Storage Tank Facilities
Orange County Underground Storage Tank Facilities (UST).

Date of Government Version: 05/01/2016
Date Data Arrived at EDR: 05/11/2016
Date Made Active in Reports: 06/01/2016
Number of Days to Update: 21

Source: Health Care Agency
Telephone: 714-834-3446
Last EDR Contact: 08/09/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

PLACER COUNTY:

Master List of Facilities
List includes aboveground tanks, underground tanks and cleanup sites.

Date of Government Version: 06/16/2016
Date Data Arrived at EDR: 06/20/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 50

Source: Placer County Health and Human Services
Telephone: 530-745-2363
Last EDR Contact: 09/02/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Semi-Annually

RIVERSIDE COUNTY:

Listing of Underground Tank Cleanup Sites
Riverside County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 04/13/2016
Date Data Arrived at EDR: 04/15/2016
Date Made Active in Reports: 05/09/2016
Number of Days to Update: 24

Source: Department of Environmental Health
Telephone: 951-358-5055
Last EDR Contact: 09/19/2016
Next Scheduled EDR Contact: 01/02/2017
Data Release Frequency: Quarterly

Underground Storage Tank Tank List
Underground storage tank sites located in Riverside county.

Date of Government Version: 07/13/2016
Date Data Arrived at EDR: 07/18/2016
Date Made Active in Reports: 08/08/2016
Number of Days to Update: 21

Source: Department of Environmental Health
Telephone: 951-358-5055
Last EDR Contact: 09/19/2016
Next Scheduled EDR Contact: 01/02/2017
Data Release Frequency: Quarterly

SACRAMENTO COUNTY:

Toxic Site Clean-Up List
List of sites where unauthorized releases of potentially hazardous materials have occurred.

Date of Government Version: 05/02/2016
Date Data Arrived at EDR: 07/06/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 43

Source: Sacramento County Environmental Management
Telephone: 916-875-8406
Last EDR Contact: 07/06/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

Master Hazardous Materials Facility List
Any business that has hazardous materials on site - hazardous material storage sites, underground storage tanks, waste generators.

Date of Government Version: 05/02/2016
Date Data Arrived at EDR: 07/06/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 43

Source: Sacramento County Environmental Management
Telephone: 916-875-8406
Last EDR Contact: 07/05/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Quarterly

SAN BERNARDINO COUNTY:

Hazardous Material Permits
This listing includes underground storage tanks, medical waste handlers/generators, hazardous materials handlers, hazardous waste generators, and waste oil generators/handlers.

Date of Government Version: 06/09/2016
Date Data Arrived at EDR: 06/10/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 40

Source: San Bernardino County Fire Department Hazardous Materials Division
Telephone: 909-387-3041
Last EDR Contact: 08/08/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

SAN DIEGO COUNTY:

Hazardous Materials Management Division Database

The database includes: HE58 - This report contains the business name, site address, business phone number, establishment 'H' permit number, type of permit, and the business status. HE17 - In addition to providing the same information provided in the HE58 listing, HE17 provides inspection dates, violations received by the establishment, hazardous waste generated, the quantity, method of storage, treatment/disposal of waste and the hauler, and information on underground storage tanks. Unauthorized Release List - Includes a summary of environmental contamination cases in San Diego County (underground tank cases, non-tank cases, groundwater contamination, and soil contamination are included.)

Date of Government Version: 09/23/2013
Date Data Arrived at EDR: 09/24/2013
Date Made Active in Reports: 10/17/2013
Number of Days to Update: 23

Source: Hazardous Materials Management Division
Telephone: 619-338-2268
Last EDR Contact: 06/02/2016
Next Scheduled EDR Contact: 09/19/2016
Data Release Frequency: Quarterly

Solid Waste Facilities

San Diego County Solid Waste Facilities.

Date of Government Version: 10/31/2015
Date Data Arrived at EDR: 11/07/2015
Date Made Active in Reports: 01/04/2016
Number of Days to Update: 58

Source: Department of Health Services
Telephone: 619-338-2209
Last EDR Contact: 07/20/2016
Next Scheduled EDR Contact: 10/07/2016
Data Release Frequency: Varies

Environmental Case Listing

The listing contains all underground tank release cases and projects pertaining to properties contaminated with hazardous substances that are actively under review by the Site Assessment and Mitigation Program.

Date of Government Version: 03/23/2010
Date Data Arrived at EDR: 06/15/2010
Date Made Active in Reports: 07/09/2010
Number of Days to Update: 24

Source: San Diego County Department of Environmental Health
Telephone: 619-338-2371
Last EDR Contact: 09/02/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: No Update Planned

SAN FRANCISCO COUNTY:

Local Oversite Facilities

A listing of leaking underground storage tank sites located in San Francisco county.

Date of Government Version: 09/19/2008
Date Data Arrived at EDR: 09/19/2008
Date Made Active in Reports: 09/29/2008
Number of Days to Update: 10

Source: Department Of Public Health San Francisco County
Telephone: 415-252-3920
Last EDR Contact: 08/03/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

Underground Storage Tank Information

Underground storage tank sites located in San Francisco county.

Date of Government Version: 11/29/2010
Date Data Arrived at EDR: 03/10/2011
Date Made Active in Reports: 03/15/2011
Number of Days to Update: 5

Source: Department of Public Health
Telephone: 415-252-3920
Last EDR Contact: 08/03/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Quarterly

SAN JOAQUIN COUNTY:

San Joaquin Co. UST
A listing of underground storage tank locations in San Joaquin county.

Date of Government Version: 06/16/2016
Date Data Arrived at EDR: 06/20/2016
Date Made Active in Reports: 08/08/2016
Number of Days to Update: 49

Source: Environmental Health Department
Telephone: N/A
Last EDR Contact: 09/19/2016
Next Scheduled EDR Contact: 01/02/2017
Data Release Frequency: Semi-Annually

SAN LUIS OBISPO COUNTY:

CUPA Facility List
Cupa Facility List.

Date of Government Version: 05/23/2016
Date Data Arrived at EDR: 05/24/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 28

Source: San Luis Obispo County Public Health Department
Telephone: 805-781-5596
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

SAN MATEO COUNTY:

Business Inventory
List includes Hazardous Materials Business Plan, hazardous waste generators, and underground storage tanks.

Date of Government Version: 06/02/2016
Date Data Arrived at EDR: 06/07/2016
Date Made Active in Reports: 06/22/2016
Number of Days to Update: 15

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 09/12/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Annually

Fuel Leak List
A listing of leaking underground storage tank sites located in San Mateo county.

Date of Government Version: 06/09/2016
Date Data Arrived at EDR: 06/13/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 57

Source: San Mateo County Environmental Health Services Division
Telephone: 650-363-1921
Last EDR Contact: 09/12/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Semi-Annually

SANTA BARBARA COUNTY:

CUPA Facility Listing
CUPA Program Listing from the Environmental Health Services division.

Date of Government Version: 09/08/2011
Date Data Arrived at EDR: 09/09/2011
Date Made Active in Reports: 10/07/2011
Number of Days to Update: 28

Source: Santa Barbara County Public Health Department
Telephone: 805-686-8167
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

SANTA CLARA COUNTY:

Cupa Facility List
Cupa facility list

Date of Government Version: 05/25/2016
Date Data Arrived at EDR: 05/26/2016
Date Made Active in Reports: 06/22/2016
Number of Days to Update: 27

Source: Department of Environmental Health
Telephone: 408-918-1973
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

HIST LUST - Fuel Leak Site Activity Report

A listing of open and closed leaking underground storage tanks. This listing is no longer updated by the county. Leaking underground storage tanks are now handled by the Department of Environmental Health.

Date of Government Version: 03/29/2005
Date Data Arrived at EDR: 03/30/2005
Date Made Active in Reports: 04/21/2005
Number of Days to Update: 22

Source: Santa Clara Valley Water District
Telephone: 408-265-2600
Last EDR Contact: 03/23/2009
Next Scheduled EDR Contact: 06/22/2009
Data Release Frequency: No Update Planned

LOP Listing

A listing of leaking underground storage tanks located in Santa Clara county.

Date of Government Version: 03/03/2014
Date Data Arrived at EDR: 03/05/2014
Date Made Active in Reports: 03/18/2014
Number of Days to Update: 13

Source: Department of Environmental Health
Telephone: 408-918-3417
Last EDR Contact: 08/24/2016
Next Scheduled EDR Contact: 12/12/2016
Data Release Frequency: Annually

Hazardous Material Facilities

Hazardous material facilities, including underground storage tank sites.

Date of Government Version: 05/26/2016
Date Data Arrived at EDR: 06/01/2016
Date Made Active in Reports: 07/20/2016
Number of Days to Update: 49

Source: City of San Jose Fire Department
Telephone: 408-535-7694
Last EDR Contact: 08/03/2016
Next Scheduled EDR Contact: 11/21/2016
Data Release Frequency: Annually

SANTA CRUZ COUNTY:

CUPA Facility List

CUPA facility listing.

Date of Government Version: 05/31/2016
Date Data Arrived at EDR: 06/02/2016
Date Made Active in Reports: 06/21/2016
Number of Days to Update: 19

Source: Santa Cruz County Environmental Health
Telephone: 831-464-2761
Last EDR Contact: 08/17/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

SHASTA COUNTY:

CUPA Facility List

Cupa Facility List.

Date of Government Version: 06/14/2016
Date Data Arrived at EDR: 06/16/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 54

Source: Shasta County Department of Resource Management
Telephone: 530-225-5789
Last EDR Contact: 08/22/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Varies

SOLANO COUNTY:

Leaking Underground Storage Tanks
A listing of leaking underground storage tank sites located in Solano county.

Date of Government Version: 06/09/2016
Date Data Arrived at EDR: 06/13/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 57

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 09/12/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Quarterly

Underground Storage Tanks
Underground storage tank sites located in Solano county.

Date of Government Version: 06/09/2016
Date Data Arrived at EDR: 06/14/2016
Date Made Active in Reports: 08/08/2016
Number of Days to Update: 55

Source: Solano County Department of Environmental Management
Telephone: 707-784-6770
Last EDR Contact: 09/12/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Quarterly

SONOMA COUNTY:

Cupa Facility List
Cupa Facility list

Date of Government Version: 07/10/2016
Date Data Arrived at EDR: 07/12/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 28

Source: County of Sonoma Fire & Emergency Services Department
Telephone: 707-565-1174
Last EDR Contact: 07/07/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Varies

Leaking Underground Storage Tank Sites
A listing of leaking underground storage tank sites located in Sonoma county.

Date of Government Version: 07/01/2016
Date Data Arrived at EDR: 07/05/2016
Date Made Active in Reports: 08/18/2016
Number of Days to Update: 44

Source: Department of Health Services
Telephone: 707-565-6565
Last EDR Contact: 06/24/2016
Next Scheduled EDR Contact: 10/10/2016
Data Release Frequency: Quarterly

SUTTER COUNTY:

Underground Storage Tanks
Underground storage tank sites located in Sutter county.

Date of Government Version: 06/02/2016
Date Data Arrived at EDR: 06/07/2016
Date Made Active in Reports: 06/23/2016
Number of Days to Update: 16

Source: Sutter County Department of Agriculture
Telephone: 530-822-7500
Last EDR Contact: 09/02/2016
Next Scheduled EDR Contact: 12/19/2016
Data Release Frequency: Semi-Annually

TUOLUMNE COUNTY:

CUPA Facility List
Cupa facility list

Date of Government Version: 05/03/2016
Date Data Arrived at EDR: 05/10/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 38

Source: Divison of Environmental Health
Telephone: 209-533-5633
Last EDR Contact: 08/03/2016
Next Scheduled EDR Contact: 10/07/2016
Data Release Frequency: Varies

VENTURA COUNTY:

Business Plan, Hazardous Waste Producers, and Operating Underground Tanks
The BWT list indicates by site address whether the Environmental Health Division has Business Plan (B), Waste Producer (W), and/or Underground Tank (T) information.

Date of Government Version: 03/28/2016
Date Data Arrived at EDR: 04/29/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 49

Source: Ventura County Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 07/25/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Quarterly

Inventory of Illegal Abandoned and Inactive Sites
Ventura County Inventory of Closed, Illegal Abandoned, and Inactive Sites.

Date of Government Version: 12/01/2011
Date Data Arrived at EDR: 12/01/2011
Date Made Active in Reports: 01/19/2012
Number of Days to Update: 49

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 06/28/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Annually

Listing of Underground Tank Cleanup Sites
Ventura County Underground Storage Tank Cleanup Sites (LUST).

Date of Government Version: 05/29/2008
Date Data Arrived at EDR: 06/24/2008
Date Made Active in Reports: 07/31/2008
Number of Days to Update: 37

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 08/10/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: Quarterly

Medical Waste Program List
To protect public health and safety and the environment from potential exposure to disease causing agents, the Environmental Health Division Medical Waste Program regulates the generation, handling, storage, treatment and disposal of medical waste throughout the County.

Date of Government Version: 03/28/2016
Date Data Arrived at EDR: 04/29/2016
Date Made Active in Reports: 06/22/2016
Number of Days to Update: 54

Source: Ventura County Resource Management Agency
Telephone: 805-654-2813
Last EDR Contact: 07/25/2016
Next Scheduled EDR Contact: 11/07/2016
Data Release Frequency: Quarterly

Underground Tank Closed Sites List
Ventura County Operating Underground Storage Tank Sites (UST)/Underground Tank Closed Sites List.

Date of Government Version: 05/26/2016
Date Data Arrived at EDR: 06/16/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 54

Source: Environmental Health Division
Telephone: 805-654-2813
Last EDR Contact: 09/14/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Quarterly

YOLO COUNTY:

Underground Storage Tank Comprehensive Facility Report
Underground storage tank sites located in Yolo county.

Date of Government Version: 06/30/2016
Date Data Arrived at EDR: 07/05/2016
Date Made Active in Reports: 08/09/2016
Number of Days to Update: 35

Source: Yolo County Department of Health
Telephone: 530-666-8646
Last EDR Contact: 06/30/2016
Next Scheduled EDR Contact: 10/17/2016
Data Release Frequency: Annually

YUBA COUNTY:

CUPA Facility List
CUPA facility listing for Yuba County.

Date of Government Version: 04/29/2016
Date Data Arrived at EDR: 05/03/2016
Date Made Active in Reports: 06/17/2016
Number of Days to Update: 45

Source: Yuba County Environmental Health Department
Telephone: 530-749-7523
Last EDR Contact: 07/27/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data
Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 07/30/2013
Date Data Arrived at EDR: 08/19/2013
Date Made Active in Reports: 10/03/2013
Number of Days to Update: 45

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 08/10/2016
Next Scheduled EDR Contact: 11/28/2016
Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 07/17/2015
Date Made Active in Reports: 08/12/2015
Number of Days to Update: 26

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 07/11/2016
Next Scheduled EDR Contact: 10/24/2016
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data
Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 08/01/2016
Date Data Arrived at EDR: 08/03/2016
Date Made Active in Reports: 09/09/2016
Number of Days to Update: 37

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 08/03/2016
Next Scheduled EDR Contact: 11/14/2016
Data Release Frequency: Annually

PA MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2014
Date Data Arrived at EDR: 07/24/2015
Date Made Active in Reports: 08/18/2015
Number of Days to Update: 25

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 07/18/2016
Next Scheduled EDR Contact: 10/31/2016
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2013
Date Data Arrived at EDR: 06/19/2015
Date Made Active in Reports: 07/15/2015
Number of Days to Update: 26

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 08/22/2016
Next Scheduled EDR Contact: 12/05/2016
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2015
Date Data Arrived at EDR: 04/14/2016
Date Made Active in Reports: 06/03/2016
Number of Days to Update: 50

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 09/12/2016
Next Scheduled EDR Contact: 12/26/2016
Data Release Frequency: Annually

Oil/Gas Pipelines
Source: PennWell Corporation
Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by PennWell Corporation. This information is provided on a best effort basis and PennWell Corporation does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of PennWell.

Electric Power Transmission Line Data
Source: PennWell Corporation
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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Licensed Facilities
Source: Department of Social Services
Telephone: 916-657-4041

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Department of Fish & Game
Telephone: 916-445-0411

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

US ARMY NATIONAL GUARD ARMORY SITE
ALASKA STREET / FLOWER STREET
TURLOCK, CA 95380

TARGET PROPERTY COORDINATES

Latitude (North):	37.495218 - 37˚ 29' 42.78''
Longitude (West):	120.860447 - 120˚ 51' 37.61''
Universal Tranverse Mercator:	Zone 10
UTM X (Meters):	689143.5
UTM Y (Meters):	4151756.5
Elevation:	99 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	5640222 TURLOCK, CA
Version Date:	2012
Northeast Map:	5639976 DENAIR, CA
Version Date:	2012
Southwest Map:	5639986 HATCH, CA
Version Date:	2012
Northwest Map:	5640206 CERES, CA
Version Date:	2012

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

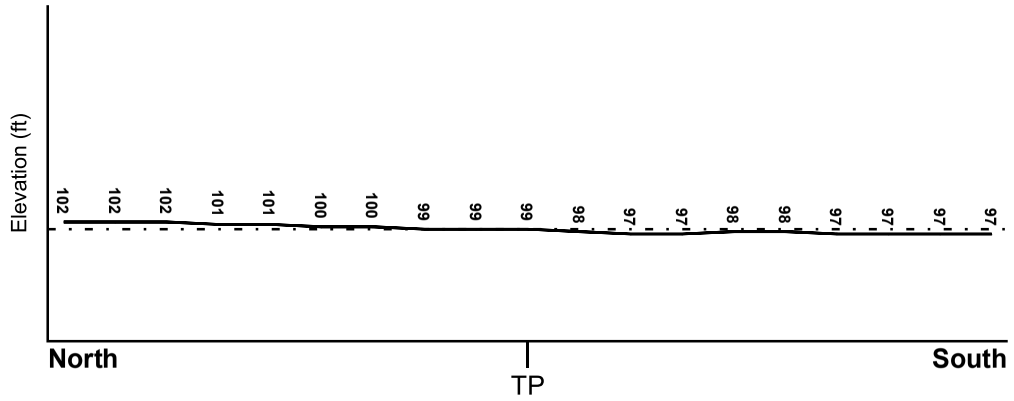
TOPOGRAPHIC INFORMATION

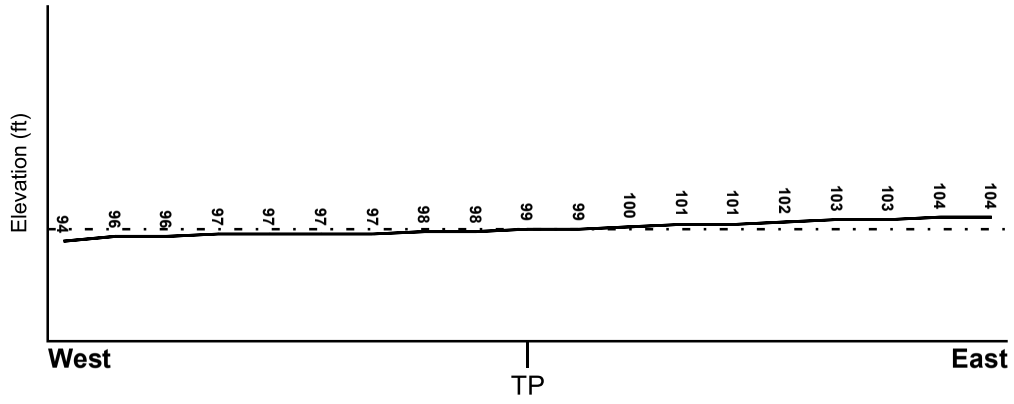
Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

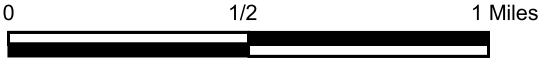
General Topographic Gradient: General SW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES





Target Property Elevation: 99 ft.



Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Flood Plain Panel at Target Property	FEMA Source Type
06047C0175G	FEMA FIRM Flood data

Additional Panels in search area:	FEMA Source Type
06099C0600E	FEMA FIRM Flood data
0603840550A	FEMA Q3 Flood data
0603840520A	FEMA Q3 Flood data
06099C0800E	FEMA FIRM Flood data
06047C0150G	FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
TURLOCK	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius: 1.25 miles
Status: Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

* ©1996 Site−specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

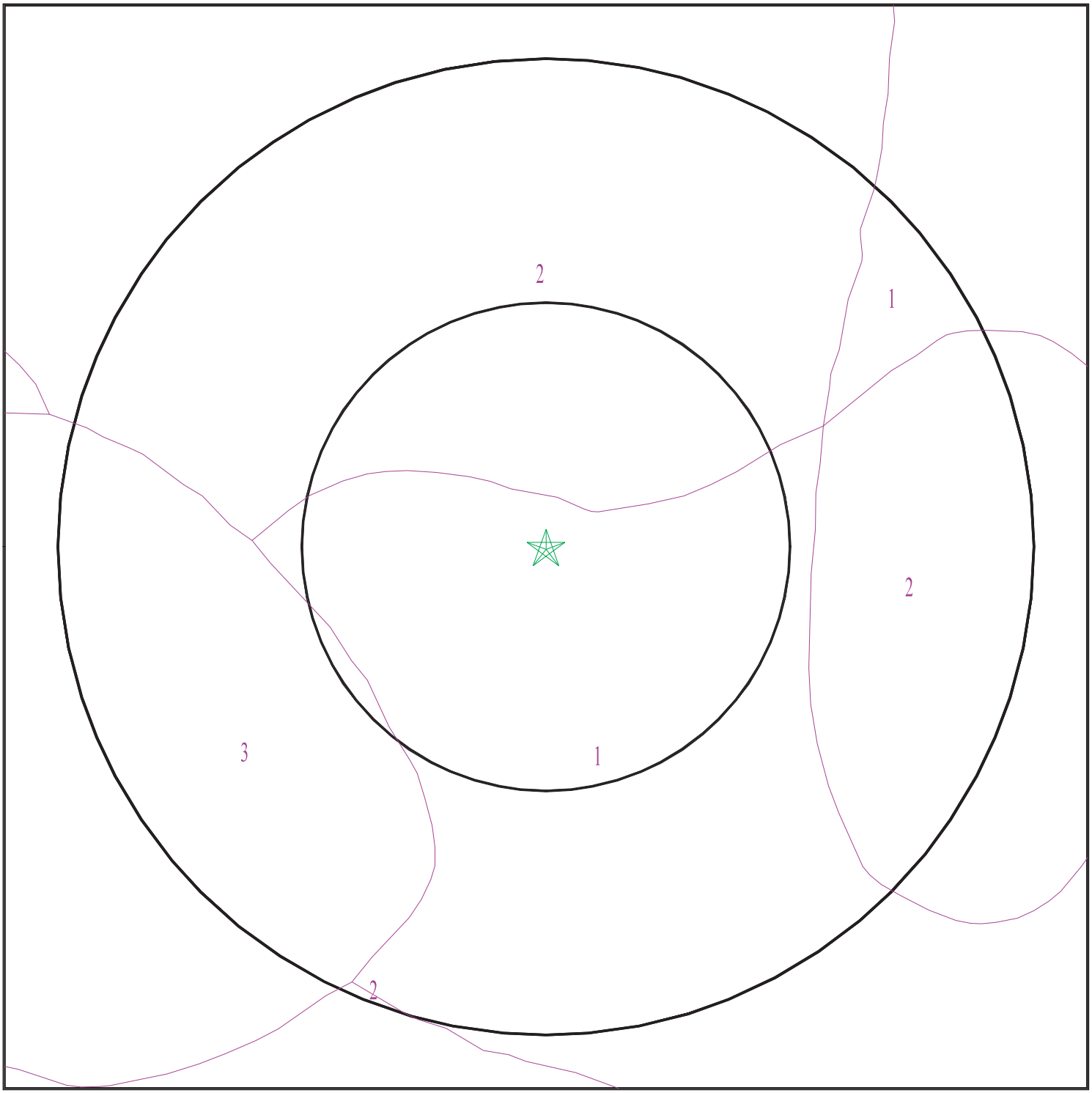
Era:	Cenozoic
System:	Quaternary
Series:	Quaternary
Code:	Q *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratifed Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 04730706.2r



Target Property
SSURGO Soil
Water

0 1/16 1/8 1/4 Miles

N

SITE NAME:	US Army National Guard Armory Site	CLIENT:	Rincon
ADDRESS:	Alaska Street / Flower Street Turlock CA 95380	CONTACT:	Sarah Larese
		INQUIRY #:	04730706.2r
LAT/LONG:	37.495218 / 120.860447	DATE:	September 20, 2016 9:06 am

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GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Delhi

Soil Surface Texture: loamy sand

Hydrologic Group: Class A - High infiltration rates. Soils are deep, well drained to excessively drained sands and gravels.

Soil Drainage Class: Somewhat excessively drained

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	9 inches	loamy sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 7.8 Min: 6.1
2	9 inches	59 inches	loamy sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 7.8 Min: 6.1

Soil Map ID: 2

Soil Component Name: Hilmar

Soil Surface Texture: loamy sand

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Somewhat excessively drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	7 inches	loamy sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 7.8 Min: 7.3
2	7 inches	20 inches	sand	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 7.8 Min: 7.3
3	20 inches	29 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 141 Min: 42	Max: 8.4 Min: 7.8
4	29 inches	59 inches	stratified very fine sandy loam to silt loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	FINE-GRAINED SOILS, Silts and Clays (liquid limit less than 50%), silt.	Max: 1.4 Min: 0.42	Max: 9.6 Min: 8.4

Soil Map ID: 3

Soil Component Name: Hanford

Soil Surface Texture: sandy loam

Hydrologic Group: Class B - Moderate infiltration rates. Deep and moderately deep, moderately well and well drained soils with moderately coarse textures.

Soil Drainage Class: Well drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Moderate

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boundary			Classification		Saturated hydraulic conductivity micro m/sec	Soil Reaction (pH)
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	11 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.1
2	11 inches	59 inches	sandy loam	Silt-Clay Materials (more than 35 pct. passing No. 200), Silty Soils.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 42 Min: 14	Max: 7.8 Min: 6.1

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 0.001 miles
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
5	USGS40000183438	1/2 - 1 Mile SE
6	USGS40000184153	1/2 - 1 Mile NW
14	USGS40000183489	1/2 - 1 Mile ENE

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

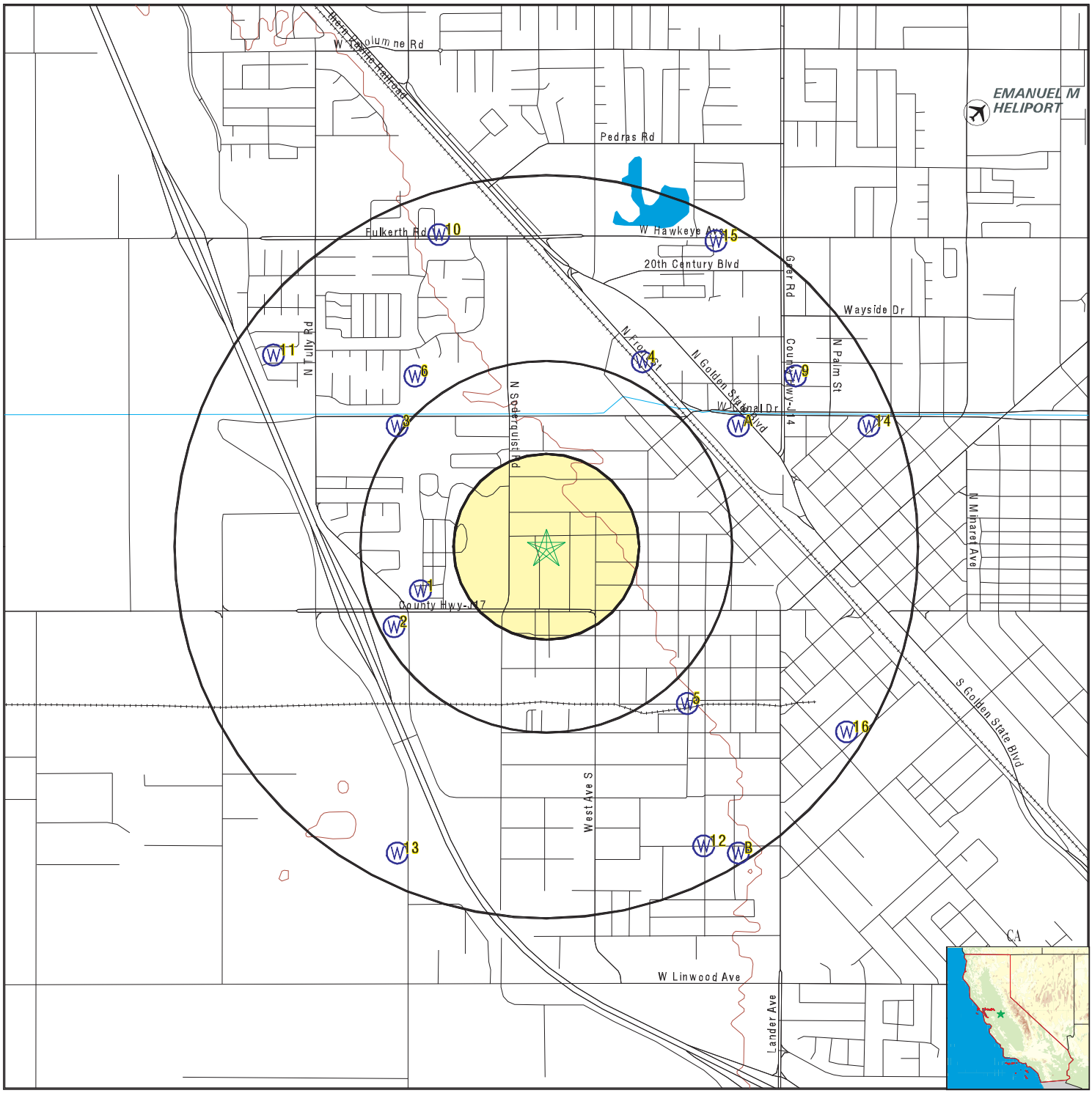
MAP ID	WELL ID	LOCATION FROM TP
No PWS System Found		

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
1	CADW60000022978	1/4 - 1/2 Mile WSW
2	CADW60000021227	1/4 - 1/2 Mile WSW
3	6178	1/2 - 1 Mile NW
4	6173	1/2 - 1 Mile NNE
A7	6165	1/2 - 1 Mile ENE
A8	6174	1/2 - 1 Mile ENE
9	6166	1/2 - 1 Mile NE
10	CADW60000022969	1/2 - 1 Mile NNW
11	CADW60000022979	1/2 - 1 Mile NW
12	21029	1/2 - 1 Mile SSE
13	6177	1/2 - 1 Mile SSW
15	6171	1/2 - 1 Mile NNE
16	6185	1/2 - 1 Mile ESE
B17	6179	1/2 - 1 Mile SSE
B18	6180	1/2 - 1 Mile SSE

PHYSICAL SETTING SOURCE MAP - 04730706.2r



County Boundary
Major Roads
Contour Lines
Earthquake Fault Lines
Airports
Earthquake epicenter, Richter 5 or greater
Water Wells
Public Water Supply Wells
Cluster of Multiple Icons

Groundwater Flow Direction
Indeterminate Groundwater Flow at Location
Groundwater Flow Varies at Location
Closest Hydrogeological Data
Oil, gas or related wells

SITE NAME: US Army National Guard Armory Site ADDRESS: Alaska Street / Flower Street Turlock CA 95380 LAT/LONG: 37.495218 / 120.860447	CLIENT: Rincon CONTACT: Sarah Larese INQUIRY #: 04730706.2r DATE: September 20, 2016 9:05 am

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Map ID Direction Distance Elevation	Database	EDR ID Number
1 **WSW** **1/4 - 1/2 Mile** **Lower**	**CA WELLS**	**CADW60000022978**

Objectid:	22978
Latitude:	37.4935
Longitude:	-120.8666
Site code:	374935N1208666W001
State well numbe:	05S10E15N001M
Local well name:	”
Well use id:	6
Well use descrip:	Unknown
County id:	50
County name:	Stanislaus
Basin code:	’5-22.03’
Basin desc:	Turlock
Dwr region id:	80237
Dwr region:	South Central Region Office
Site id:	CADW60000022978

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2 **WSW** **1/4 - 1/2 Mile** **Lower**	**CA WELLS**	**CADW60000021227**

Objectid:	21227
Latitude:	37.4921
Longitude:	-120.8679
Site code:	374921N1208679W001
State well numbe:	05S10E21A001M
Local well name:	”
Well use id:	6
Well use descrip:	Unknown
County id:	50
County name:	Stanislaus
Basin code:	’5-22.03’
Basin desc:	Turlock
Dwr region id:	80237
Dwr region:	South Central Region Office
Site id:	CADW60000021227

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3 **NW** **1/2 - 1 Mile** **Lower**	**CA WELLS**	**6178**

Water System Information:

Prime Station Code:	05S/10E-22D01 M	User ID:	PTA
FRDS Number:	5010019015	County:	Stanislaus
District Number:	10	Station Type:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	373000.0 1205200.0	Precision:	Undefined
Source Name:	WELL 15		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

System Number: 5010019
System Name: Turlock, City of
Organization That Operates System:
P. O. Box 1526
Turlock, CA 95381
Pop Served: 49500 Connections: 12178
Area Served: TURLOCK

Sample Collected:	09-JUN-11	Findings:	9.6 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	09-JUN-11	Findings:	2160. MG/L
Chemical:	NITRATE + NITRITE (AS N)		
Sample Collected:	18-JUL-12	Findings:	7.6 UG/L
Chemical:	ARSENIC		
Sample Collected:	13-AUG-12	Findings:	10.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	27-JUN-13	Findings:	341. US
Chemical:	SPECIFIC CONDUCTANCE		
Sample Collected:	27-JUN-13	Findings:	8.1
Chemical:	PH, LABORATORY		
Sample Collected:	27-JUN-13	Findings:	89.6 MG/L
Chemical:	ALKALINITY (TOTAL) AS CACO3		
Sample Collected:	27-JUN-13	Findings:	109. MG/L
Chemical:	BICARBONATE ALKALINITY		
Sample Collected:	27-JUN-13	Findings:	98. MG/L
Chemical:	HARDNESS (TOTAL) AS CACO3		
Sample Collected:	27-JUN-13	Findings:	29. MG/L
Chemical:	CALCIUM		
Sample Collected:	27-JUN-13	Findings:	6.1 MG/L
Chemical:	MAGNESIUM		
Sample Collected:	27-JUN-13	Findings:	25.4 MG/L
Chemical:	SODIUM		
Sample Collected:	27-JUN-13	Findings:	3.3 MG/L
Chemical:	POTASSIUM		
Sample Collected:	27-JUN-13	Findings:	31.6 MG/L
Chemical:	CHLORIDE		
Sample Collected:	27-JUN-13	Findings:	12.3 MG/L
Chemical:	SULFATE		
Sample Collected:	27-JUN-13	Findings:	0.12 MG/L
Chemical:	FLUORIDE (F) (NATURAL-SOURCE)		
Sample Collected:	27-JUN-13	Findings:	8.4 UG/L
Chemical:	ARSENIC		
Sample Collected:	27-JUN-13	Findings:	65. UG/L
Chemical:	ALUMINUM		
Sample Collected:	27-JUN-13	Findings:	282. MG/L
Chemical:	TOTAL DISSOLVED SOLIDS		

Sample Collected:	27-JUN-13	Findings:	9.e-002
Chemical:	LANGELIER INDEX @ 60 C		
Sample Collected:	27-JUN-13	Findings:	9.7 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	27-JUN-13	Findings:	2190. MG/L
Chemical:	NITRATE + NITRITE (AS N)		
Sample Collected:	08-OCT-13	Findings:	2.3 PCI/L
Chemical:	URANIUM (PCI/L)		
Sample Collected:	08-OCT-13	Findings:	5.26 PCI/L
Chemical:	GROSS ALPHA		
Sample Collected:	08-OCT-13	Findings:	1.55 PCI/L
Chemical:	GROSS ALPHA COUNTING ERROR		
Sample Collected:	08-OCT-13	Findings:	1.22 PCI/L
Chemical:	GROSS ALPHA MDA95		
Sample Collected:	18-JUN-14	Findings:	9.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	18-JUN-14	Findings:	2120. MG/L
Chemical:	NITRATE + NITRITE (AS N)		
Sample Collected:	18-NOV-14	Findings:	4.11 UG/L
Chemical:	CHROMIUM, HEXAVALENT		
Sample Collected:	18-NOV-14	Findings:	14.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	19-NOV-15	Findings:	9.8 MG/L
Chemical:	NITRATE (AS NO3)		

4
NNE **CA WELLS** **6173**
1/2 - 1 Mile
Higher

Water System Information:

Prime Station Code:	05S/10E-15G02 M	User ID:	50C
FRDS Number:	5000069001	County:	Stanislaus
District Number:	80	Station Type:	WELL/AMBNT/MUN/INTAKE
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	373009.0 1205117.0	Precision:	1,000 Feet (10 Seconds)
Source Name:	WELL 01		
System Number:	5000069		
System Name:	TURLOCK MOBILE EST.		
Organization That Operates System:	Not Reported		
Pop Served:	Unknown, Small System	Connections:	Unknown, Small System
Area Served:	Not Reported		

5
SE **FED USGS** **USGS40000183438**
1/2 - 1 Mile
Higher

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-372921120510901		
Monloc name:	005S010E22G001M		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18040005	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	37.4891014
Longitude:	-120.8535385	Sourcemap scale:	24000
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	97.00
Vert measure units:	feet	Vertacc measure val:	5.
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Central Valley aquifer system		
Formation type:	Alluvium Below E-Clay (Miocene-Pleistocene)		
Aquifer type:	Not Reported		
Construction date:	19470101	Welldepth:	420
Welldepth units:	ft	Wellholedepth:	420
Wellholedepth units:	ft		

Ground-water levels, Number of Measurements: 0

6
NW
1/2 - 1 Mile
Higher

FED USGS **USGS40000184153**

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-373707120515701		
Monloc name:	005S010E15N001M		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18040005	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	37.5018788
Longitude:	-120.8668725	Sourcemap scale:	24000
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	94.00
Vert measure units:	feet	Vertacc measure val:	2.5
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Central Valley aquifer system		
Formation type:	Not Reported		
Aquifer type:	Not Reported		
Construction date:	19410627	Welldepth:	102
Welldepth units:	ft	Wellholedepth:	154
Wellholedepth units:	ft		

Ground-water levels, Number of Measurements: 0

Map ID Direction Distance Elevation	Database	EDR ID Number
A7 **ENE** **1/2 - 1 Mile** **Higher**	**CA WELLS**	**6165**

Water System Information:

Prime Station Code:	05S/10E-14E01 M	User ID:	PTA
FRDS Number:	5010019006	County:	Stanislaus
District Number:	10	Station Type:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Water Type:	Well/Groundwater	Well Status:	Abandoned
Source Lat/Long:	373000.0 1205100.0	Precision:	Undefined
Source Name:	WELL 06 - ABANDONED		
System Number:	5010019		
System Name:	Turlock, City of		
Organization That Operates System:			
	P. O. Box 1526 Turlock, CA 95381		
Pop Served:	49500	Connections:	12178
Area Served:	TURLOCK		

A8 **ENE** **1/2 - 1 Mile** **Higher**	**CA WELLS**	**6174**

Water System Information:

Prime Station Code:	05S/10E-15J02 M	User ID:	PTA
FRDS Number:	5010019009	County:	Stanislaus
District Number:	10	Station Type:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	373000.0 1205100.0	Precision:	Undefined
Source Name:	WELL 09		
System Number:	5010019		
System Name:	Turlock, City of		
Organization That Operates System:			
	P. O. Box 1526 Turlock, CA 95381		
Pop Served:	49500	Connections:	12178
Area Served:	TURLOCK		

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9 **NE** **1/2 - 1 Mile** **Higher**	**CA WELLS**	**6166**

Water System Information:

Prime Station Code:	05S/10E-14E02 M	User ID:	50C
FRDS Number:	5000316001	County:	Stanislaus
District Number:	80	Station Type:	WELL/AMBNT/MUN/INTAKE
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	373007.0 1205050.0	Precision:	1,000 Feet (10 Seconds)
Source Name:	WELL 01		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

System Number: 5000316
System Name: MORROW'S BEE APTS.
Organization That Operates System:
Not Reported
Pop Served: Unknown, Small System Connections: Unknown, Small System
Area Served: Not Reported

Sample Collected:	05-JAN-11	Findings:	9.8 UG/L
Chemical:	ARSENIC		
Sample Collected:	04-APR-11	Findings:	20.5 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	04-APR-11	Findings:	16. UG/L
Chemical:	ARSENIC		
Sample Collected:	07-JUL-11	Findings:	8. UG/L
Chemical:	ARSENIC		
Sample Collected:	13-OCT-11	Findings:	9.7 UG/L
Chemical:	ARSENIC		
Sample Collected:	11-JAN-12	Findings:	9. UG/L
Chemical:	ARSENIC		
Sample Collected:	05-APR-12	Findings:	25.8 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	05-APR-12	Findings:	10. UG/L
Chemical:	ARSENIC		
Sample Collected:	26-JUL-12	Findings:	12. UG/L
Chemical:	ARSENIC		
Sample Collected:	25-OCT-12	Findings:	11. UG/L
Chemical:	ARSENIC		
Sample Collected:	03-JAN-13	Findings:	9.5 UG/L
Chemical:	ARSENIC		
Sample Collected:	19-APR-13	Findings:	20.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	19-APR-13	Findings:	9.9 UG/L
Chemical:	ARSENIC		
Sample Collected:	24-JUL-13	Findings:	10. UG/L
Chemical:	ARSENIC		
Sample Collected:	28-OCT-13	Findings:	11. UG/L
Chemical:	ARSENIC		
Sample Collected:	29-JAN-14	Findings:	9.1 UG/L
Chemical:	ARSENIC		
Sample Collected:	25-APR-14	Findings:	21.8 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	25-APR-14	Findings:	9.1 UG/L
Chemical:	ARSENIC		
Sample Collected:	11-JUL-14	Findings:	11. UG/L
Chemical:	ARSENIC		

Sample Collected:	02-OCT-14	Findings:	8.9 UG/L
Chemical:	ARSENIC		
Sample Collected:	27-JAN-15	Findings:	7.5 UG/L
Chemical:	ARSENIC		
Sample Collected:	02-APR-15	Findings:	23.7 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	02-APR-15	Findings:	8.1 UG/L
Chemical:	ARSENIC		
Sample Collected:	13-JUL-15	Findings:	11. UG/L
Chemical:	ARSENIC		
Sample Collected:	19-OCT-15	Findings:	8.1 UG/L
Chemical:	ARSENIC		
Sample Collected:	18-JAN-16	Findings:	10. UG/L
Chemical:	ARSENIC		

10
NNW
1/2 - 1 Mile
Higher

CA WELLS **CADW60000022969**

Objectid:	22969
Latitude:	37.5074
Longitude:	-120.8657
Site code:	375074N1208657W001
State well numbe:	05S10E10N001M
Local well name:	’’
Well use id:	6
Well use descrip:	Unknown
County id:	50
County name:	Stanislaus
Basin code:	’5-22.03’
Basin desc:	Turlock
Dwr region id:	80237
Dwr region:	South Central Region Office
Site id:	CADW60000022969

11
NW
1/2 - 1 Mile
Lower

CA WELLS **CADW60000022979**

Objectid:	22979
Latitude:	37.5027
Longitude:	-120.8738
Site code:	375027N1208738W001
State well numbe:	05S10E16G001M
Local well name:	’101’
Well use id:	6
Well use descrip:	Unknown
County id:	50
County name:	Stanislaus

Basin code:	'5-22.03'
Basin desc:	Turlock
Dwr region id:	80237
Dwr region:	South Central Region Office
Site id:	CADW60000022979

12
SSE **CA WELLS** **21029**
1/2 - 1 Mile
Higher

Water System Information:

Prime Station Code:	5010019-030	User ID:	PTA
FRDS Number:	5010019030	County:	Stanislaus
District Number:	10	Station Type:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	372901.0 1205106.0	Precision:	1 Mile (One Minute)
Source Name:	WELL 30		
System Number:	5010019		
System Name:	Turlock, City of		
Organization That Operates System:			
	P. O. Box 1526		
	Turlock, CA 95381		
Pop Served:	49500	Connections:	12178
Area Served:	TURLOCK		
Sample Collected:	07-NOV-11	Findings:	28. MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	11-JAN-12	Findings:	2.5 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	11-JAN-12	Findings:	29.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	16-FEB-12	Findings:	33.2 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	19-MAR-12	Findings:	32.7 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	03-MAY-12	Findings:	1.91 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	03-MAY-12	Findings:	28.7 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	13-JUN-12	Findings:	506. US
Chemical:	SPECIFIC CONDUCTANCE		
Sample Collected:	13-JUN-12	Findings:	8.1
Chemical:	PH, LABORATORY		
Sample Collected:	13-JUN-12	Findings:	124. MG/L
Chemical:	ALKALINITY (TOTAL) AS CACO3		
Sample Collected:	13-JUN-12	Findings:	124. MG/L
Chemical:	BICARBONATE ALKALINITY		

Sample Collected:	13-JUN-12	Findings:	130. MG/L
Chemical:	HARDNESS (TOTAL) AS CACO3		
Sample Collected:	13-JUN-12	Findings:	40. MG/L
Chemical:	CALCIUM		
Sample Collected:	13-JUN-12	Findings:	8. MG/L
Chemical:	MAGNESIUM		
Sample Collected:	13-JUN-12	Findings:	31.5 MG/L
Chemical:	SODIUM		
Sample Collected:	13-JUN-12	Findings:	3.3 MG/L
Chemical:	POTASSIUM		
Sample Collected:	13-JUN-12	Findings:	37.8 MG/L
Chemical:	CHLORIDE		
Sample Collected:	13-JUN-12	Findings:	22.5 MG/L
Chemical:	SULFATE		
Sample Collected:	13-JUN-12	Findings:	0.1 MG/L
Chemical:	FLUORIDE (F) (NATURAL-SOURCE)		
Sample Collected:	13-JUN-12	Findings:	5.2 UG/L
Chemical:	ARSENIC		
Sample Collected:	13-JUN-12	Findings:	116. UG/L
Chemical:	BARIUM		
Sample Collected:	13-JUN-12	Findings:	2.12 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	13-JUN-12	Findings:	322. MG/L
Chemical:	TOTAL DISSOLVED SOLIDS		
Sample Collected:	13-JUN-12	Findings:	30.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	10-JUL-12	Findings:	27.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	17-OCT-12	Findings:	2.26 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	17-OCT-12	Findings:	28.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	17-OCT-12	Findings:	6410. MG/L
Chemical:	NITRATE + NITRITE (AS N)		
Sample Collected:	07-JAN-13	Findings:	2.51 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	07-JAN-13	Findings:	27.6 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	23-APR-13	Findings:	32.2 MG/L
Chemical:	CHLORIDE		
Sample Collected:	23-APR-13	Findings:	1.69 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	23-APR-13	Findings:	33.1 MG/L
Chemical:	NITRATE (AS NO3)		

Sample Collected:	23-APR-13	Findings:	12.8 PCI/L
Chemical:	GROSS ALPHA		
Sample Collected:	23-APR-13	Findings:	2.43 PCI/L
Chemical:	GROSS ALPHA COUNTING ERROR		
Sample Collected:	23-APR-13	Findings:	1.11 PCI/L
Chemical:	GROSS ALPHA MDA95		
Sample Collected:	02-JUL-13	Findings:	2.79 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	02-JUL-13	Findings:	27.1 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	09-JUL-13	Findings:	5.1 PCI/L
Chemical:	URANIUM (PCI/L)		
Sample Collected:	09-JUL-13	Findings:	7.52 PCI/L
Chemical:	GROSS ALPHA		
Sample Collected:	09-JUL-13	Findings:	2.32 PCI/L
Chemical:	GROSS ALPHA COUNTING ERROR		
Sample Collected:	09-JUL-13	Findings:	1.02 PCI/L
Chemical:	GROSS ALPHA MDA95		
Sample Collected:	17-OCT-13	Findings:	2.26 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	17-OCT-13	Findings:	29. MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	28-JAN-14	Findings:	2.57 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	28-JAN-14	Findings:	39.5 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	07-APR-14	Findings:	2.86 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	07-APR-14	Findings:	33.7 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	09-JUL-14	Findings:	3.9 UG/L
Chemical:	CHROMIUM, HEXAVALENT		
Sample Collected:	09-JUL-14	Findings:	2.37 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	09-JUL-14	Findings:	30.4 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	09-JUL-14	Findings:	6870. MG/L
Chemical:	NITRATE + NITRITE (AS N)		
Sample Collected:	13-OCT-14	Findings:	2.45 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	13-OCT-14	Findings:	28.7 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	14-JAN-15	Findings:	3.21 UG/L
Chemical:	TETRACHLOROETHYLENE		

Sample Collected:	14-JAN-15	Findings:	34.8 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	14-JAN-15	Findings:	7850. MG/L
Chemical:	NITRATE + NITRITE (AS N)		
Sample Collected:	23-APR-15	Findings:	540. US
Chemical:	SPECIFIC CONDUCTANCE		
Sample Collected:	23-APR-15	Findings:	7.6
Chemical:	PH, LABORATORY		
Sample Collected:	23-APR-15	Findings:	142. MG/L
Chemical:	ALKALINITY (TOTAL) AS CACO3		
Sample Collected:	23-APR-15	Findings:	173. MG/L
Chemical:	BICARBONATE ALKALINITY		
Sample Collected:	23-APR-15	Findings:	160. MG/L
Chemical:	HARDNESS (TOTAL) AS CACO3		
Sample Collected:	23-APR-15	Findings:	47. MG/L
Chemical:	CALCIUM		
Sample Collected:	23-APR-15	Findings:	10.9 MG/L
Chemical:	MAGNESIUM		
Sample Collected:	23-APR-15	Findings:	36.6 MG/L
Chemical:	SODIUM		
Sample Collected:	23-APR-15	Findings:	4.9 MG/L
Chemical:	POTASSIUM		
Sample Collected:	23-APR-15	Findings:	37.5 MG/L
Chemical:	CHLORIDE		
Sample Collected:	23-APR-15	Findings:	24.7 MG/L
Chemical:	SULFATE		
Sample Collected:	23-APR-15	Findings:	0.1 MG/L
Chemical:	FLUORIDE (F) (NATURAL-SOURCE)		
Sample Collected:	23-APR-15	Findings:	5. UG/L
Chemical:	ARSENIC		
Sample Collected:	23-APR-15	Findings:	126. UG/L
Chemical:	BARIUM		
Sample Collected:	23-APR-15	Findings:	2.69 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	23-APR-15	Findings:	372. MG/L
Chemical:	TOTAL DISSOLVED SOLIDS		
Sample Collected:	23-APR-15	Findings:	- 0.13
Chemical:	LANGELIER INDEX AT SOURCE TEMP.		
Sample Collected:	23-APR-15	Findings:	35.2 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	23-APR-15	Findings:	7950. MG/L
Chemical:	NITRATE + NITRITE (AS N)		
Sample Collected:	14-JUL-15	Findings:	5.74 UG/L
Chemical:	ARSENIC		

Sample Collected:	14-JUL-15	Findings:	2.24 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	14-JUL-15	Findings:	31.9 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	04-JAN-16	Findings:	7.12 MG/L
Chemical:	NITRATE (AS N)		
Sample Collected:	04-JAN-16	Findings:	2.9 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	19-JAN-11	Findings:	1.68 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	19-JAN-11	Findings:	28. MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	14-FEB-11	Findings:	28.2 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	08-MAR-11	Findings:	28.9 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	11-APR-11	Findings:	1.89 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	11-APR-11	Findings:	27.6 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	11-MAY-11	Findings:	27.2 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	07-JUN-11	Findings:	28.9 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	08-AUG-11	Findings:	28.6 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	07-SEP-11	Findings:	29.3 MG/L
Chemical:	NITRATE (AS NO3)		
Sample Collected:	10-OCT-11	Findings:	2.61 UG/L
Chemical:	TETRACHLOROETHYLENE		
Sample Collected:	10-OCT-11	Findings:	28.1 MG/L
Chemical:	NITRATE (AS NO3)		

13
SSW **CA WELLS** **6177**
1/2 - 1 Mile
Lower

Water System Information:

Prime Station Code:	05S/10E-21F01 M	User ID:	PTA
FRDS Number:	5010019002	County:	Stanislaus
District Number:	10	Station Type:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	372900.0 1205200.0	Precision:	Undefined
Source Name:	WELL 02-A		
System Number:	5010019		
System Name:	Turlock, City of		
Organization That Operates System:			
	P. O. Box 1526		
	Turlock, CA 95381		
Pop Served:	49500	Connections:	12178
Area Served:	TURLOCK		

Map ID Direction Distance Elevation	Database	EDR ID Number
14 **ENE** **1/2 - 1 Mile** **Higher**	**FED USGS**	**USGS40000183489**

Org. Identifier:	USGS-CA		
Formal name:	USGS California Water Science Center		
Monloc Identifier:	USGS-373000120503701		
Monloc name:	005S010E14E001M		
Monloc type:	Well		
Monloc desc:	Not Reported		
Huc code:	18040005	Drainagearea value:	Not Reported
Drainagearea Units:	Not Reported	Contrib drainagearea:	Not Reported
Contrib drainagearea units:	Not Reported	Latitude:	37.4999345
Longitude:	-120.8446497	Sourcemap scale:	24000
Horiz Acc measure:	1	Horiz Acc measure units:	seconds
Horiz Collection method:	Interpolated from map		
Horiz coord refsys:	NAD83	Vert measure val:	102.00
Vert measure units:	feet	Vertacc measure val:	5.
Vert accmeasure units:	feet		
Vertcollection method:	Interpolated from topographic map		
Vert coord refsys:	NGVD29	Countrycode:	US
Aquifername:	Central Valley aquifer system		
Formation type:	Alluvium Below E-Clay (Miocene-Pleistocene)		
Aquifer type:	Not Reported		
Construction date:	19590101	Welldepth:	384
Welldepth units:	ft	Wellholedepth:	433
Wellholedepth units:	ft		

Ground-water levels, Number of Measurements: 0

---

15 **NNE** **1/2 - 1 Mile** **Higher**	**CA WELLS**	**6171**

Water System Information:

Prime Station Code:	05S/10E-15A01 M	User ID:	50C
FRDS Number:	5000065001	County:	Stanislaus
District Number:	80	Station Type:	WELL/AMBNT/MUN/INTAKE
Water Type:	Well/Groundwater	Well Status:	Active Raw
Source Lat/Long:	373026.0 1205104.0	Precision:	1,000 Feet (10 Seconds)
Source Name:	NORTH WELL		
System Number:	5000065		
System Name:	SUN GARDEN M.H.P.		
Organization That Operates System:	Not Reported		
Pop Served:	Unknown, Small System	Connections:	Unknown, Small System
Area Served:	Not Reported		

---

16 **ESE** **1/2 - 1 Mile** **Higher**	**CA WELLS**	**6185**

Water System Information:

Prime Station Code:	05S/10E-23E02 M	User ID:	PTA
FRDS Number:	5010019005	County:	Stanislaus
District Number:	10	Station Type:	WELL/AMBNT/MUN/INTAKE
Water Type:	Well/Groundwater	Well Status:	Abandoned
Source Lat/Long:	372917.0 1205041.0	Precision:	1,000 Feet (10 Seconds)
Source Name:	WELL 05 - ABANDONED		
System Number:	5010019		
System Name:	Turlock, City of		
Organization That Operates System:			
	P. O. Box 1526		
	Turlock, CA 95381		
Pop Served:	49500	Connections:	12178
Area Served:	TURLOCK		

B17
SSE **CA WELLS** **6179**
1/2 - 1 Mile
Higher

Water System Information:

Prime Station Code:	05S/10E-22G01 M	User ID:	PTA
FRDS Number:	5010019011	County:	Stanislaus
District Number:	10	Station Type:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Water Type:	Well/Groundwater	Well Status:	Abandoned
Source Lat/Long:	372900.0 1205100.0	Precision:	Undefined
Source Name:	WELL 11 - ABANDONED		
System Number:	5010019		
System Name:	Turlock, City of		
Organization That Operates System:			
	P. O. Box 1526		
	Turlock, CA 95381		
Pop Served:	49500	Connections:	12178
Area Served:	TURLOCK		

B18
SSE **CA WELLS** **6180**
1/2 - 1 Mile
Higher

Water System Information:

Prime Station Code:	05S/10E-22G02 M	User ID:	PTA
FRDS Number:	5010019012	County:	Stanislaus
District Number:	10	Station Type:	WELL/AMBNT/MUN/INTAKE/SUPPLY
Water Type:	Well/Groundwater	Well Status:	Abandoned
Source Lat/Long:	372900.0 1205100.0	Precision:	Undefined
Source Name:	WELL 12 - ABANDONED		
System Number:	5010019		
System Name:	Turlock, City of		
Organization That Operates System:			
	P. O. Box 1526		
	Turlock, CA 95381		
Pop Served:	49500	Connections:	12178
Area Served:	TURLOCK		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

State Database: CA Radon

Radon Test Results

Zipcode	Num Tests	> 4 pCi/L
95380	9	0

Federal EPA Radon Zone for STANISLAUS County: 3

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for Zip Code: 95380

Number of sites tested: 1

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	1.100 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map
Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.
Source: FEMA
Telephone: 877-336-2627
Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetland Inventory
Source: Department of Fish & Game
Telephone: 916-445-0411

HYDROGEOLOGIC INFORMATION

AQUIFLOW[R] Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Water Well Database
Source: Department of Water Resources
Telephone: 916-651-9648

California Drinking Water Quality Database
Source: Department of Public Health
Telephone: 916-324-2319
The database includes all drinking water compliance and special studies monitoring for the state of California since 1984. It consists of over 3,200,000 individual analyses along with well and water system information.

OTHER STATE DATABASE INFORMATION

California Oil and Gas Well Locations
Source: Department of Conservation
Telephone: 916-323-1779
Oil and Gas well locations in the state.

RADON

State Database: CA Radon
Source: Department of Health Services
Telephone: 916-324-2208
Radon Database for California

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

California Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary fault lines, prepared in 1975 by the United State Geological Survey. Additional information (also from 1975) regarding activity at specific fault lines comes from California's Preliminary Fault Activity Map prepared by the California Division of Mines and Geology.

STREET AND ADDRESS INFORMATION

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Appendix C

Historical Research Documentation

US Army National Guard Armory Site

Alaska Street / Flower Street

Turlock, CA 95380

Inquiry Number: 4730706.4

September 19, 2016

EDR Historical Topo Map Report

with QuadMatch™

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Historical Topo Map Report

09/19/16

Site Name:	Client Name:
US Army National Guard Armo	Rincon
Alaska Street / Flower Street	180 North Ashwood Avenue
Turlock, CA 95380	Ventura, CA 93003-0000
EDR Inquiry # 4730706.4	Contact: Sarah Larese

EDR Topographic Map Library has been searched by EDR and maps covering the target property location as provided by Rincon were identified for the years listed below. EDR's Historical Topo Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topo Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the late 1800s.

Search Results:		*Coordinates:*	
P.O.#	16-03292	**Latitude:**	37.495218 37° 29' 43" North
Project:	16-03292	**Longitude:**	-120.860447 -120° 51' 38" West
		UTM Zone:	Zone 10 North
		UTM X Meters:	689138.80
		UTM Y Meters:	4151960.95
		Elevation:	99.00' above sea level

Maps Provided:

2012
1976
1962
1961, 1962
1948, 1953
1916, 1917

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Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

2012 Source Sheets

Denair

7.5-minute, 24000

Turlock

7.5-minute, 24000

Hatch

7.5-minute, 24000

Ceres

7.5-minute, 24000

1976 Source Sheets

Turlock

7.5-minute, 24000
Photo Revised 1976
Aerial Photo Revised 1976

Ceres

7.5-minute, 24000
Photo Revised 1976
Aerial Photo Revised 1967

Denair

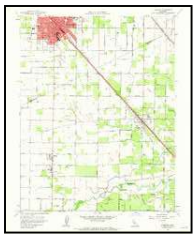
7.5-minute, 24000
Photo Revised 1976
Aerial Photo Revised 1976

1962 Source Sheets

Turlock

15-minute, 62500

1961, 1962 Source Sheets



Turlock

7.5-minute, 24000
Aerial Photo Revised 1958

Hatch

7.5-minute, 24000
Aerial Photo Revised 1960

Topo Sheet Key

This EDR Topo Map Report is based upon the following USGS topographic map sheets.

1948, 1953 Source Sheets

Turlock

7.5-minute, 24000

Mitchell School

7.5-minute, 24000

Denair

7.5-minute, 24000
Aerial Photo Revised 1950

Ceres

7.5-minute, 24000
Aerial Photo Revised 1950

1916, 1917 Source Sheets

Ceres

7.5-minute, 31680

Denair

7.5-minute, 31680

Mitchell School

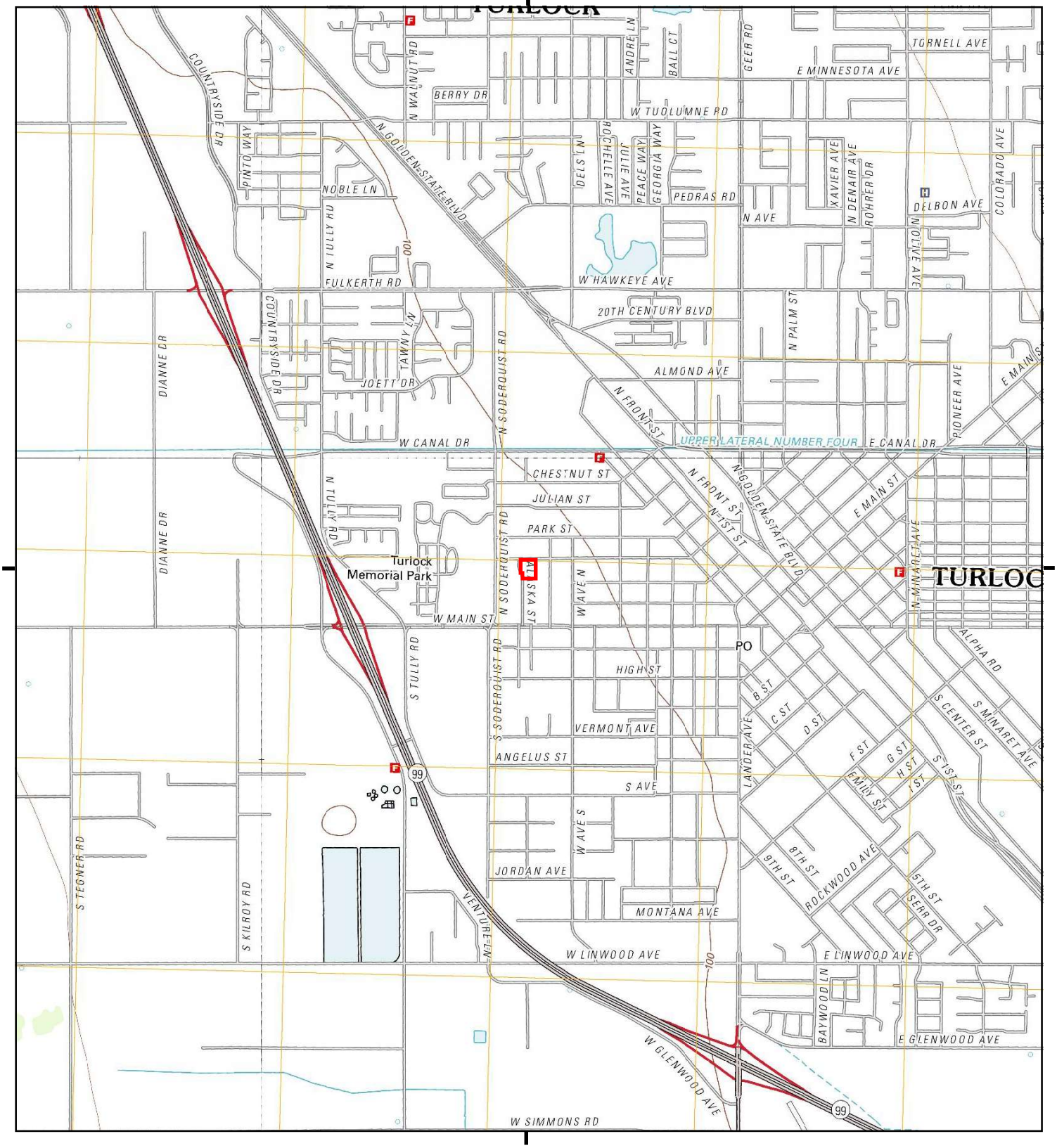
7.5-minute, 31680

Turlock

7.5-minute, 31680

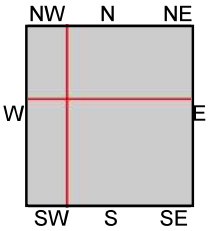
Historical Topo Map

2012



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5



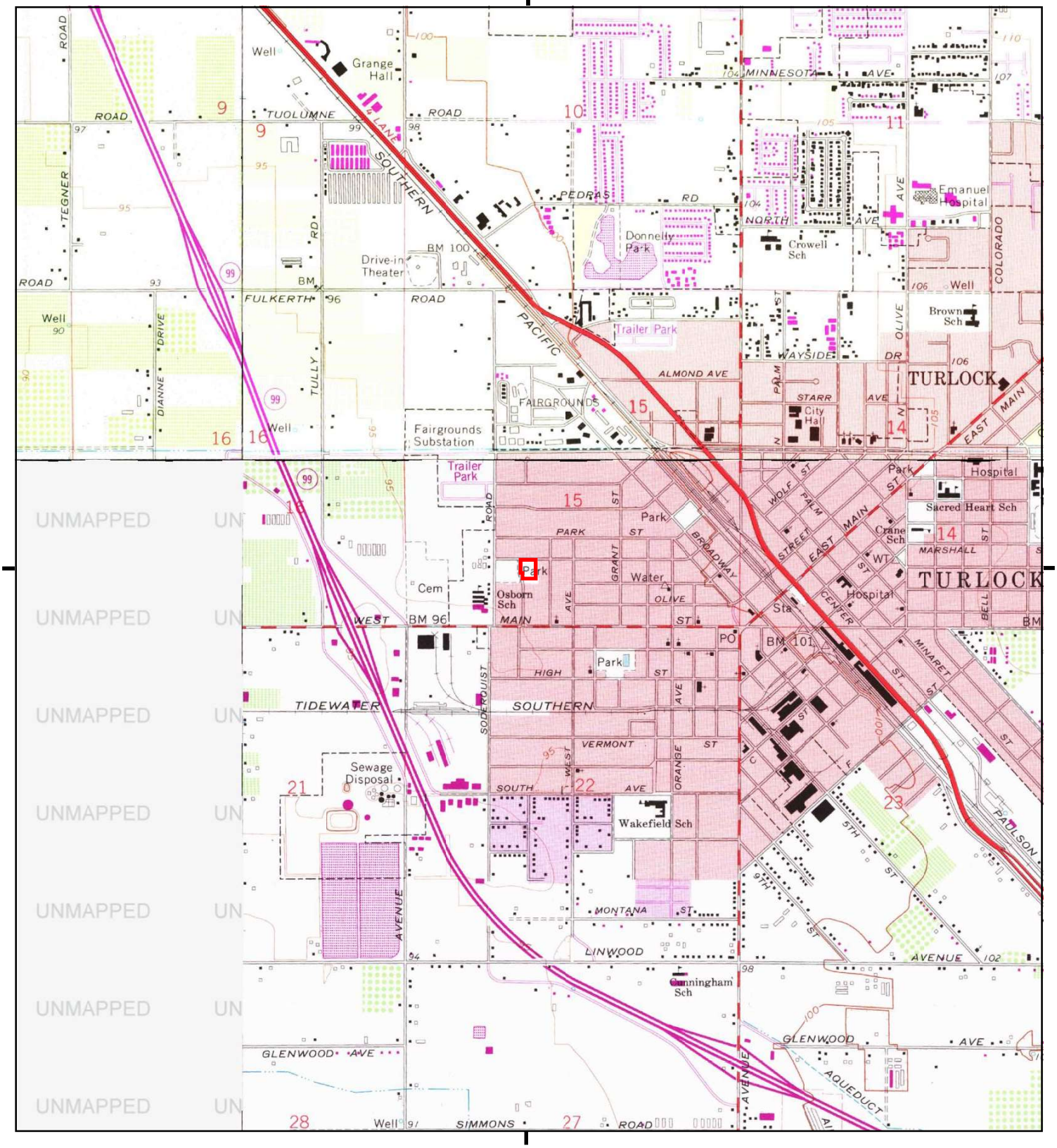
TP, Turlock, 2012, 7.5-minute
NE, Denair, 2012, 7.5-minute
SW, Hatch, 2012, 7.5-minute
NW, Ceres, 2012, 7.5-minute

SITE NAME: US Army National Guard Armory Site
ADDRESS: Alaska Street / Flower Street
Turlock, CA 95380
CLIENT: Rincon

N

Historical Topo Map

1976



This report includes information from the following map sheet(s).

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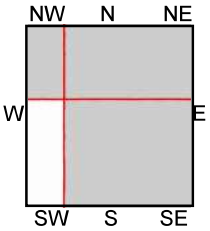


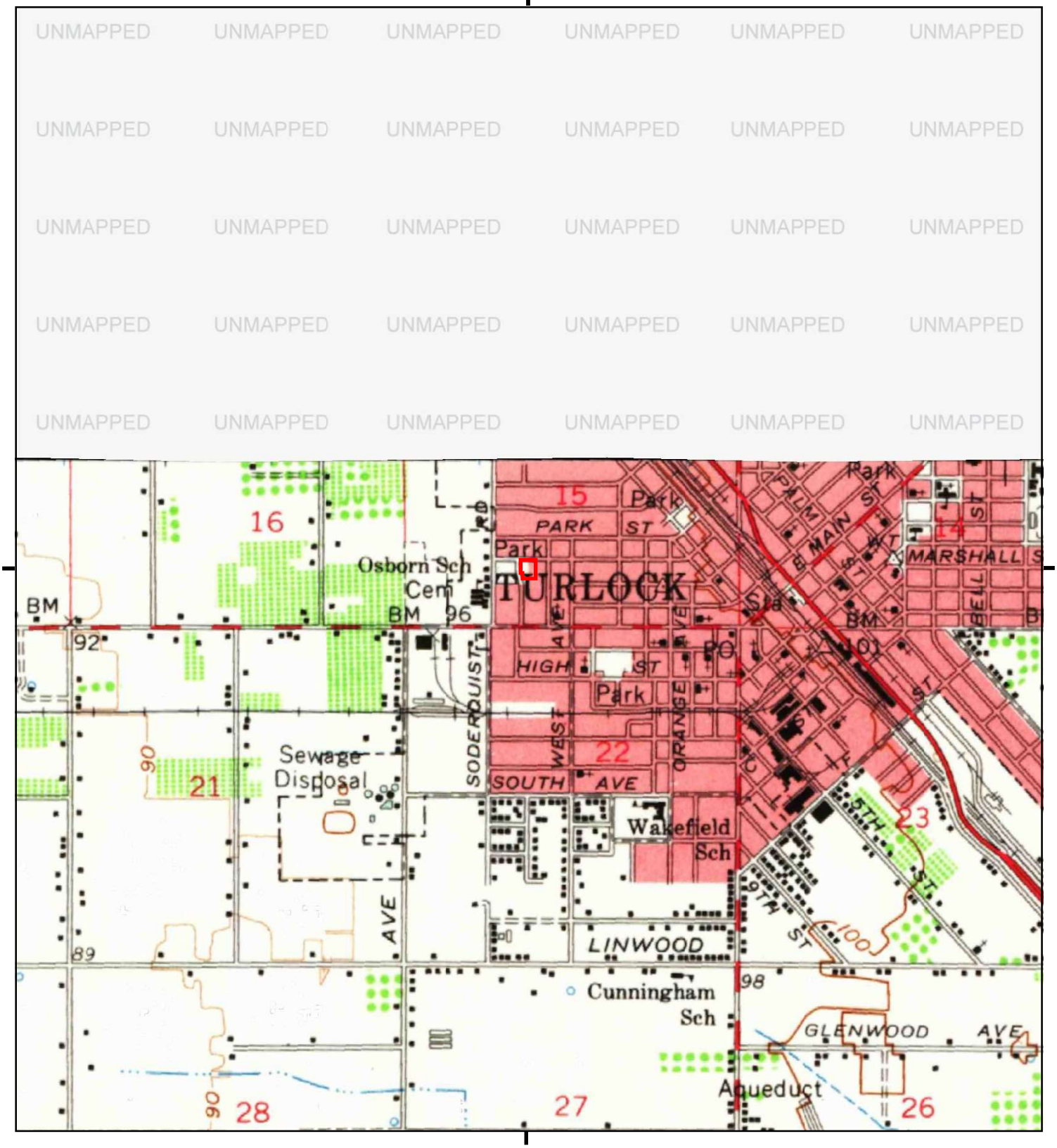
TP, Turlock, 1976, 7.5-minute
NE, Denair, 1976, 7.5-minute
NW, Ceres, 1976, 7.5-minute

SITE NAME: US Army National Guard Armory Site
ADDRESS: Alaska Street / Flower Street
Turlock, CA 95380
CLIENT: Rincon

N

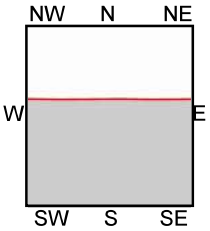
Historical Topo Map

1962



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5



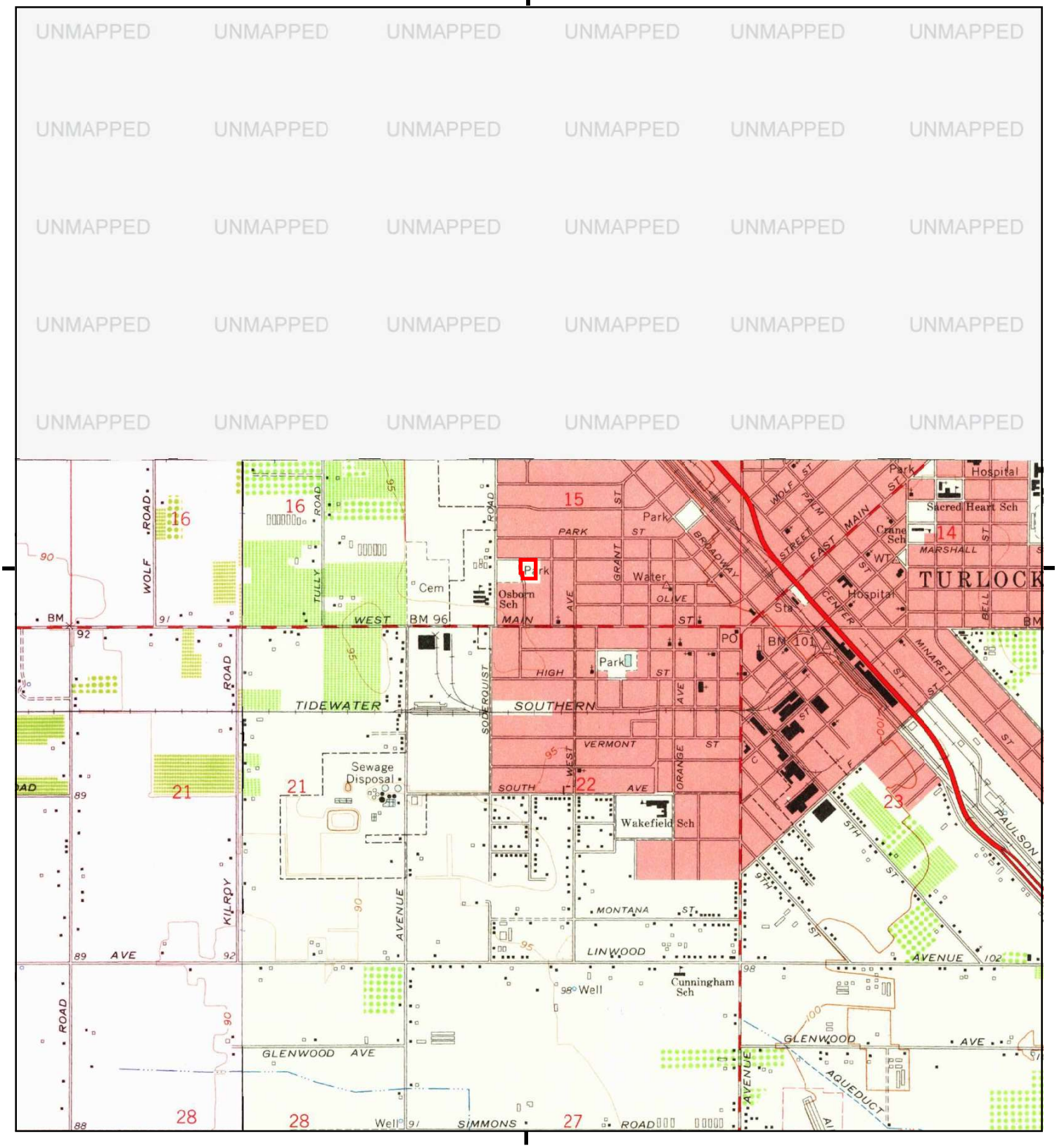
TP, Turlock, 1962, 15-minute

SITE NAME: US Army National Guard Armory Site
ADDRESS: Alaska Street / Flower Street
Turlock, CA 95380
CLIENT: Rincon

N

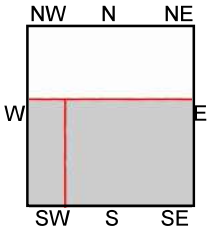
Historical Topo Map

1961, 1962



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5



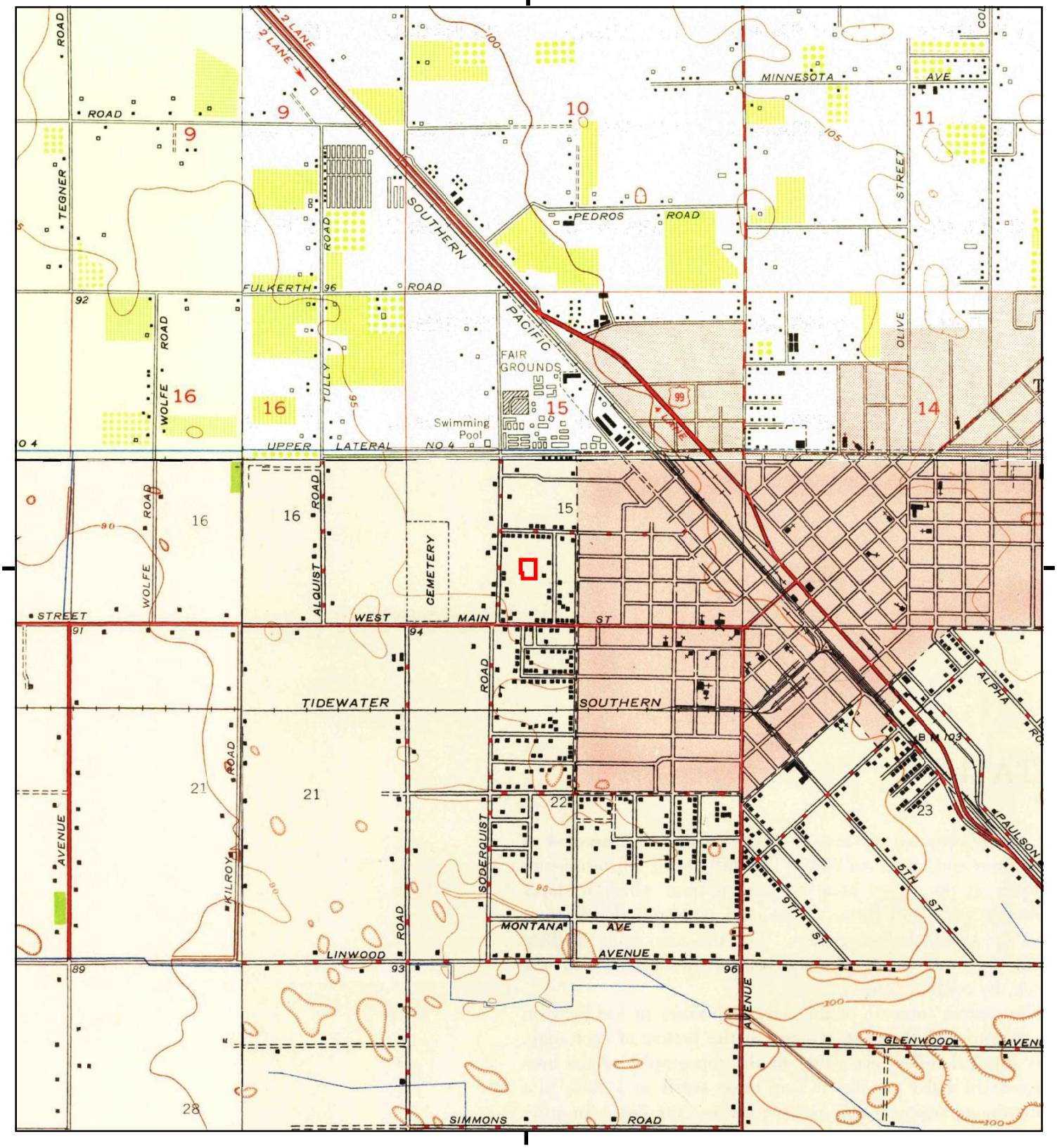
TP, Turlock, 1961, 7.5-minute
SW, Hatch, 1962, 7.5-minute

SITE NAME: US Army National Guard Armory Site
ADDRESS: Alaska Street / Flower Street
Turlock, CA 95380
CLIENT: Rincon

N

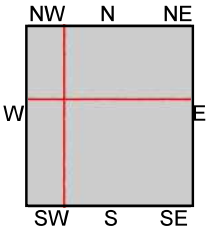
Historical Topo Map

1948, 1953



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5



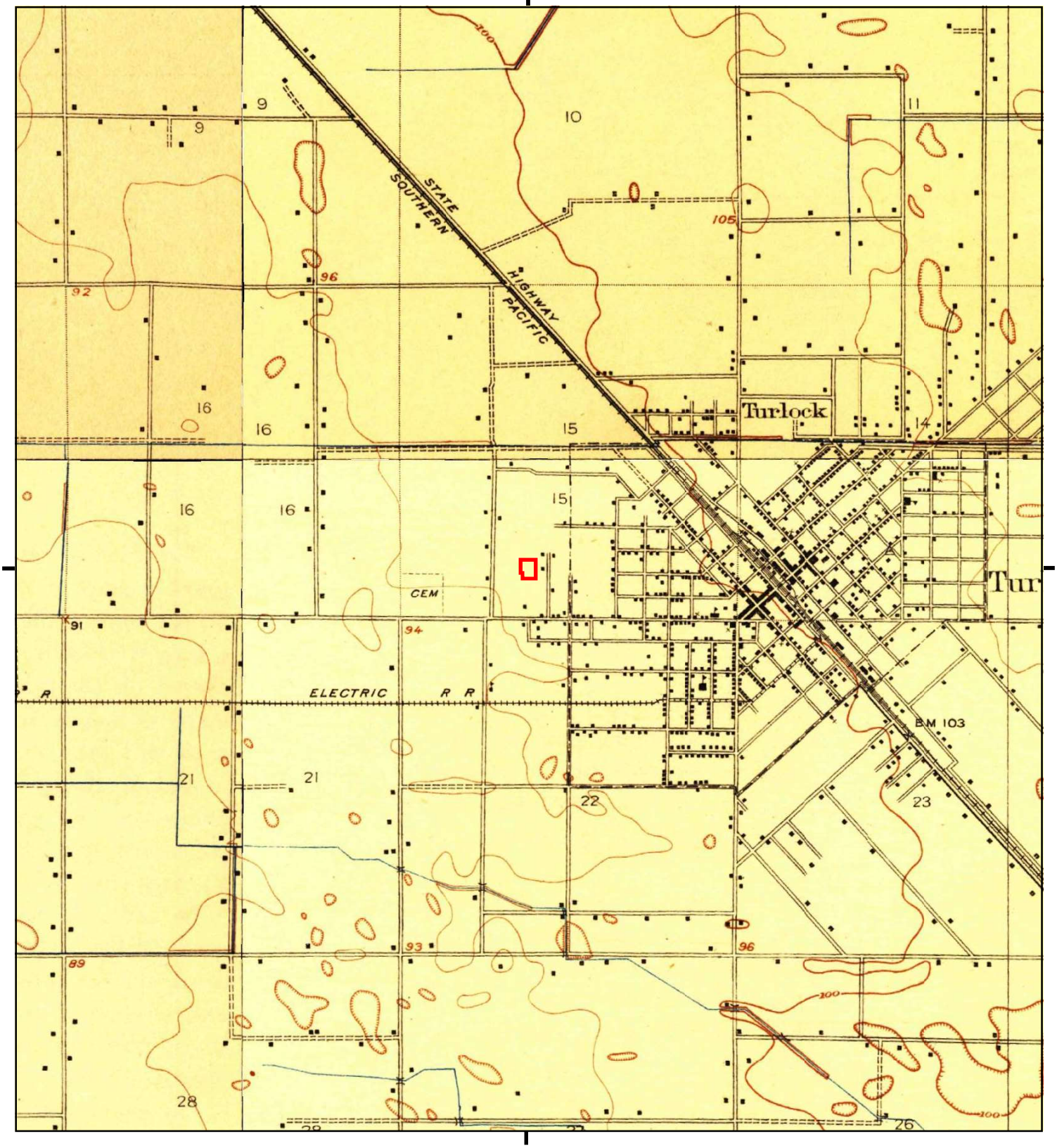
TP, Turlock, 1948, 7.5-minute
NE, Denair, 1953, 7.5-minute
SW, Mitchell School, 1948, 7.5-minute
NW, Ceres, 1953, 7.5-minute

SITE NAME: US Army National Guard Armory Site
ADDRESS: Alaska Street / Flower Street
Turlock, CA 95380
CLIENT: Rincon

N

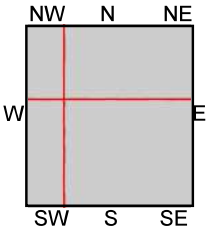
Historical Topo Map

1916, 1917



This report includes information from the following map sheet(s).

0 Miles 0.25 0.5 1 1.5



TP, Turlock, 1917, 7.5-minute
NE, Denair, 1916, 7.5-minute
SW, Mitchell School, 1916, 7.5-minute
NW, Ceres, 1916, 7.5-minute

SITE NAME: US Army National Guard Armory Site
ADDRESS: Alaska Street / Flower Street
Turlock, CA 95380
CLIENT: Rincon

N

US Army National Guard Armory Site

Alaska Street / Flower Street

Turlock, CA 95380

Inquiry Number: 4730706.9

September 21, 2016

The EDR Aerial Photo Decade Package

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

09/21/16

Site Name:

US Army National Guard Armo
Alaska Street / Flower Street
Turlock, CA 95380
EDR Inquiry # 4730706.9

Client Name:

Rincon
180 North Ashwood Avenue
Ventura, CA 93003-0000
Contact: Sarah Larese

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

Search Results:

Year	Scale	Details	Source
2012	1"=500'	Flight Year: 2012	USDA/NAIP
2010	1"=500'	Flight Year: 2010	USDA/NAIP
2009	1"=500'	Flight Year: 2009	USDA/NAIP
2006	1"=500'	Flight Year: 2006	USDA/NAIP
2005	1"=500'	Flight Year: 2005	USDA/NAIP
1998	1"=500'	Acquisition Date: August 15, 1998	USGS/DOQQ
1987	1"=500'	Flight Date: January 01, 1987	USGS
1984	1"=500'	Flight Date: June 16, 1984	USDA
1967	1"=500'	Flight Date: January 01, 1967	USGS
1950	1"=500'	Flight Date: March 06, 1950	USDA
1946	1"=500'	Flight Date: April 29, 1946	USGS
1942	1"=500'	Flight Date: May 05, 1942	USDA
1937	1"=500'	Flight Date: August 09, 1937	USDA

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INQUIRY #: 4730706.9

YEAR: 2012

= 500'

N

EDR

INQUIRY #: 4730706.9

YEAR: 2010

= 500'

N

EDR

INQUIRY #: 4730706.9
YEAR: 2009
= 500'
N
EDR

INQUIRY #: 4730706.9

YEAR: 2006

= 500'

N

EDR

INQUIRY #: 4730706.9

YEAR: 2005

= 500'

N

EDR

INQUIRY #: 4730706.9
YEAR: 1998
= 500'
N
EDR

INQUIRY #: 4730706.9
YEAR: 1987
= 500'
N
EDR

INQUIRY #: 4730706.9
YEAR: 1984
= 500'
N
EDR

INQUIRY #: 4730706.9
YEAR: 1967
= 500'
N
EDR

INQUIRY #: 4730706.9
YEAR: 1950
= 500'
N
EDR

INQUIRY #: 4730706.9
YEAR: 1946
= 500'
N
EDR

INQUIRY #: 4730706.9

YEAR: 1942

= 500'

N

EDR

INQUIRY #: 4730706.9

YEAR: 1937

= 500'

N

EDR

US Army National Guard Armory Site
Alaska Street Flower Street
Turlock, CA 95380

Inquiry Number: 4730706.5
September 20, 2016

The EDR-City Directory Image Report

Environmental Data Resources Inc

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

Year	*Target Street*	*Cross Street*	*Source*
2013	☑	☐	Cole Information Services
2008	☑	☐	Cole Information Services
2003	☑	☐	Cole Information Services
1999	☑	☐	Cole Information Services
1995	☑	☐	Cole Information Services
1992	☑	☐	Cole Information Services
1986	☑	☑	Polk City Directory
1981	☑	☑	Polk City Directory
1976	☑	☑	Polk City Directory
1971	☑	☑	Polk City Directory
1966	☑	☐	Polk City Directory
1964	☑	☑	Polk City Directory

RECORD SOURCES

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FINDINGS

TARGET PROPERTY STREET

Alaska Street Flower Street
Turlock, CA 95380

Year	CD Image	Source
ALASKA ST		
2013	pg A1	Cole Information Services
2008	pg A4	Cole Information Services
2003	pg A7	Cole Information Services
1999	pg A10	Cole Information Services
1995	pg A13	Cole Information Services
1992	pg A16	Cole Information Services
1986	pg A18	Polk City Directory
1981	pg A21	Polk City Directory
1981	pg A22	Polk City Directory
1976	pg A25	Polk City Directory
1971	pg A30	Polk City Directory
1966	pg A34	Polk City Directory
1964	pg A35	Polk City Directory
FLOWER ST		
2013	pg A2	Cole Information Services
2008	pg A5	Cole Information Services
2003	pg A8	Cole Information Services
1999	pg A11	Cole Information Services
1995	pg A14	Cole Information Services
1992	pg A17	Cole Information Services

FINDINGS

CROSS STREETS

Year	CD Image	Source	
FLOWER ST			
1986	pg. A19	Polk City Directory	
1986	pg. A20	Polk City Directory	
1981	pg. A23	Polk City Directory	
1981	pg. A24	Polk City Directory	
1976	pg. A26	Polk City Directory	
1976	pg. A27	Polk City Directory	
1976	pg. A28	Polk City Directory	
1976	pg. A29	Polk City Directory	
1971	pg. A31	Polk City Directory	
1971	pg. A32	Polk City Directory	
1971	pg. A33	Polk City Directory	
1966	-	Polk City Directory	Street not listed in Source
1964	pg. A36	Polk City Directory	
1964	pg. A37	Polk City Directory	

City Directory Images

Target Street	Cross Street	Source
✓	-	Cole Information Services

ALASKA ST 2013

143	JOE MARTINS
157	WILLIAM CONE
175	MARCELINO HERNANDEZ
188	DORIS CARGIL
189	SERGIO ARGUELLES
192	MARIA SAINZ
194	MARIA ABARCA
195	R VARGAS
196	VIRGINIA MARTINEZ
197	VICTOR MEDINA
222	OCCUPANT UNKNOWN
223	SHIRLEY JOHNSON
224	PETRA LARA
226	GABRIEL GUARNEROS
228	OCCUPANT UNKNOWN
241	JOYCE HARRY
255	HECTOR CONTRERAS
268	TONI HANSEN
275	KURT SPAHRMANN
277	DIVA LEAL
280	OCCUPANT UNKNOWN
284	GENEVIEVE SANCHEZ
299	EVANGELINE GIER
300	BOBBIE WARREN

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 2013

105	SALVADOR PLANCARTE
109	MARIA ARELLANO
115	DALE SLAYBAUGH
125	JAVIER LLAMAS
127	LUCY FRANCO
300	OCCUPANT UNKNOWN
318	CAROL VARNI
330	OCCUPANT UNKNOWN
338	OCCUPANT UNKNOWN
341	ALEJANDRO RODRIGUEZ
352	OCCUPANT UNKNOWN
374	JANICE PETERSON
379	CAROL DODGE
390	OCCUPANT UNKNOWN
395	NEREYDA GUZMAN
400	MATT MACHADO
421	ROBERT MIRANDA
423	JOE AGUEDA
424	MARIO DASILVA
425	MICHAEL JOHNSON
426	JAIME GONZALES
427	JAMES JOHNSON
428	OCCUPANT UNKNOWN
430	KRISTINA FUDGE
431	MICHAEL BUCK
432	OCCUPANT UNKNOWN
433	MAYNARD HERREID
500	SHALLY SHARMA
501	OCCUPANT UNKNOWN
514	DORINDA MEDEIROS
515	ESTEBAN REYES
518	TERESA HOLSAPPLE
519	KATTIE RUSSELL
521	MARK KONSCHAK
522	JOHN GAVIN
525	JASON ENTRIKEN
526	TRACY MENDOZA
529	ERIK JONES
530	OCCUPANT UNKNOWN
532	JUAN CHAVEZ
541	JEREMY GROOMES
600	MIGUEL LOZANO
606	FELIPE MORENO
607	OCCUPANT UNKNOWN
608	JOHNNY LEE
609	SYLVIA HERNANDEZ
610	HAROLD BLEWITT
611	FRANCISCO MOLINA
612	ROSA MAGANA
613	OCCUPANT UNKNOWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 2013 (Cont'd)

614	JESUS SAMBRANO
615	JOE WALKER
698	ESMERALDA PADILLA
702	GLORIA TORRES
	JESUS ZUNIGA
	SYLVIA DOWNS
703	BRIAN THREET
704	DORIS KRUPPSTADT
	SUMMER EDEN
705	ROLLIN ROBLEY
706	CURTIS INGERSOLL
707	MARIO GODINEZ
708	HILDA MENARD
709	ROBIN EDWARDS
800	OCCUPANT UNKNOWN
801	BRADLEY GIESBRECHT
803	OCCUPANT UNKNOWN
811	OCCUPANT UNKNOWN
815	ENRIQUE IRASAVA
820	RUTH LAFOND
830	OCCUPANT UNKNOWN
850	LETICIA ENRIQUEZ
855	IRMMA DIAZ
895	MATTHEW ALLINSON
901	LISA DELL
905	KELLY STORY
973	ANTHONY CARR
975	CARLOS BAKER
981	CHRISTINE CHILDRES
1000	FAUSTO MONTES
1004	KIMBERLY MCCOY
	NANCY MONTES
1014	STEVEN GARCIA
1024	EDMOND DIKE
1031	J GARCIA
1034	ALMA TORRES
1040	STATE OF CALIFORNIA
1051	ARTURO MARTINEZ
1053	ANTONIO ZUNO
1073	EZEQUIEL PADILLA
1103	OCCUPANT UNKNOWN
1113	MATTHEW JOHNSON
1123	JUAN MONROY
1143	OCCUPANT UNKNOWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

ALASKA ST 2008

143	JOE MARTINS
157	WILLIAM CONE
175	OCCUPANT UNKNOWN
188	MANUEL SOUSA
189	WALTER PAYLA
192	MARIA SAINZ
194	MARIA ABARCA
195	OCCUPANT UNKNOWN
196	A AVILA
197	JESUS DURAN
222	ISMAEL CORTES
223	SHIRLEY JOHNSON
224	PETRA LARA
226	GABRIEL GUARNEROS
228	EVA RAMOS
236	OCCUPANT UNKNOWN
250	DANNY BROWN
255	HECTOR CONTRERAS
275	KURT SPAHRMANN
277	DIVA LEAL
280	PRISCILLA MORA
284	CARMEN MORA
299	EVANGELINE GIER
300	BOBBIE WARREN

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 2008

105	SALVADOR PLANCARTE
109	OSCAR ROJAS
115	DALE SLAYBAUGH
125	JAVIER LLAMAS
127	LUCY FRANCO
220	MARTIN CORONA
300	ALBERT MESA
318	CAROL VARNI
330	OCCUPANT UNKNOWN
338	GREG TORRES
341	OCCUPANT UNKNOWN
352	MICHAEL BUTTRESS
374	JANICE PETERSON
379	PAMELA SAXTON
390	R ORSON
395	OMAR ALCARAZ
399	WILLIE DANIEL
400	MATT MACHADO
421	ROBERT MIRANDA
423	JOE AGUEDA
424	TINA HANCE
425	MICHAEL JOHNSON
426	JAIME GONZALES
427	JAMES JOHNSON
430	JASON SERIO
431	MICHAEL BUCK
432	OMAR CORTEZ
433	JOEL MCCOY
500	YOLANDA SHARMA
501	MENDOZA AGUIRRE
514	THOMAS MACKEY
515	MICHAEL ADAMS
519	ROGER ELY
521	LEOLA SWAFFORD
522	SONYA KINSER
525	JEREMY WILEY
526	OCCUPANT UNKNOWN
529	OCCUPANT UNKNOWN
530	ARMANDO OLIDE
532	OCCUPANT UNKNOWN
541	JEFF LOPEZ
600	MIGUEL LOZANO
607	MARCELLA LAFFIN
608	DAWN VICKERY
609	JESUS ALVAREZ
610	HAROLD BLEWITT
611	MATTHEW ERWIN
612	OCCUPANT UNKNOWN
613	JASON MANTOOTH
614	YOLANDA ORNELAS

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 2008 (Cont'd)

615	JOE WALKER
698	MARK CHAUVIN
700	OCCUPANT UNKNOWN
701	MARY MARCONETT
702	JOSE RODRIGUEZ
	KATINA DOWNS
	OCCUPANT UNKNOWN
703	OCCUPANT UNKNOWN
704	CRYSTAL GAVIN
	JOHN SAMORA
705	JESSIE NORENA
706	OCCUPANT UNKNOWN
707	MARIO GODINEZ
708	HILDA MENARD
709	JO EDWARDS
800	MICHAEL CLAY
801	CLIFF STEELE
803	JOSE BRUM
811	MARIA ZARCO
815	OCCUPANT UNKNOWN
820	IRMA ALMENDARIZ
830	KENNETH KEUP
901	SAMANTHA TARANGO
905	KELLY STORY
973	OCCUPANT UNKNOWN
979	BENJAMIN COLLEY
981	CHRISTINE CHILDRES
1014	CURT AYALA
1024	CAROLINA COLLIER
	EDMOND DIKE
1031	J GARCIA
1034	VERONICA LUCATERO
1040	CALIFORNIA DEPARTMENT MILTR
	NAVAL SEA CADET CORPS PRINCETON DIVI
	NAVY UNITED STATES DEPT OF
1051	ASUNCION FLORES
1053	ANTONIO ZUNO
1073	ELIZABETH PEREZ
1103	OCCUPANT UNKNOWN
1113	MATTHEW JOHNSON
1123	ERIC VANHEES
1143	LOREN N WRIGHT
	OCCUPANT UNKNOWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

ALASKA ST 2003

157	WILLIAM CONE
175	MICHELLE ROMAN
188	MANUEL SOUSA
189	TEODORA LLIMET
192	MARIA MORENO
194	OCCUPANT UNKNOWN
195	ADAM TELLO
197	OCCUPANT UNKNOWN
223	SHIRLEY JOHNSON
224	JOSE MENDEZ
226	LIZETTE SILVEIRA
228	GUADALUPE AYALA
236	GLENN HELLBERG
241	WILLIAM DIAZ
250	JEFFRIE BAYS
255	TERESA ALVES
268	MINDY WERRETT
277	DIVA LEAL
284	ROBERT MORA
300	BOBBIE WARREN

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 2003

105	SALVADOR PLANCARTE
109	AMPARO COVARROBIAS
	DOMINGO FRANCO
115	DALE SLAYBAUGH
125	JAVIER LLAMAS
127	JAVIER LAMAS
300	ALL SEASONS CHEM DRY
	JANICE JONES
318	CAROL VARNI
330	OCCUPANT UNKNOWN
338	JAMES BARR
341	NANCY KIRKES
352	MICHAEL BUTTRESS
374	LAWRENCE PETERSON
379	CAROL DODGE
390	ORSON GRIFFIN
395	JESUS VARGAS
399	WILLIE DANIEL
400	MATTHEW MACHADO
421	SAMUEL KNOWLES
423	OCCUPANT UNKNOWN
424	ROBERT HORNE
425	MICHAEL JOHNSON
426	JAIME GONZALEZ
428	OCCUPANT UNKNOWN
430	MARK ANDERSON
431	MICHAEL BUCK
432	JULIO CORTEZ
433	JOEL MCCOY
500	YOLANDA SHARMA
501	BARBARA GAMBRELL
514	NICHOLAS WARDA
515	MICHAEL ADAMS
519	CHARLENE CROSS
521	TY SWAFFORD
522	SONYA KINSER
525	PAUL DESROSIERS
526	STEPHEN JOHNSON
529	CARLOS YANEZ
530	ARMANDO OLIDE
532	JOSE ALANIZ
541	JEFF LOPEZ
600	BOB CUMMINGS
607	MARCELLA LAFFIN
609	RUTH SHAFFER
610	HAROLD BLEWITT
611	DAVE KNAPP
612	CHRISTINA MIRANDA
613	PAUL SILVA
614	JOSE VILLEGAS

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 2003 (Cont'd)

615	JOSEPH WALKER
698	MARIA MORALES
700	LOUISE MONTES
701	MARY MARCONETT
702	OCCUPANT UNKNOWN
704	STEVE SAMORA
705	MARILYN SANDERS
706	JESSICA JOHNSON
707	FIDEL JASSO
708	HILDA MENARD
709	FRANCES BARNES
800	MICHAEL CLAY
801	BRADLEY GIESBRECHT
803	JOSE BRUM
811	MARIA ZARCO
815	CAROLYN CONTRERAS
820	IRMA ALMENDARIZ
830	FRANCISCO RODRIGUEZ
850	JOSE URIBE
855	ANTHONY AMARINO
895	MARLES HARRIS
901	TONVIA COLEMAN
905	OCCUPANT UNKNOWN
975	CORIN BARKER
979	KRISTA FISHER
981	SHILOH PHILLIPS
1031	ALFONSO GARCIA
1040	CALIFORNIA ARM & NTNL GUARD
	CALIFORNIA STATE OF NTNL GUARD
	DONNA PAHL
1051	EVENCIO SANTIAGO
1053	ANTONIO ZUNO
1073	RONNIE ZEPEDA
1113	OCCUPANT UNKNOWN
1123	S GUTIERREZ
1143	LOREN N WRIGHT
	OCCUPANT UNKNOWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

ALASKA ST 1999

143	JOE MARTINS
175	OCCUPANT UNKNOWN
188	ANGELICO GUERRERO
189	OCCUPANT UNKNOWN
	SERGIO ARGUELLES
194	MARIA ABARCA
195	OCCUPANT UNKNOWN
	R VARGAS
196	A AVILA
223	SHIRLEY JOHNSON
224	OCCUPANT UNKNOWN
	PETRA LARA
226	GABRIEL GUARNEROS
	OCCUPANT UNKNOWN
236	BRENT CULLUM
250	DANNY BROWN
275	KURT SPAHRMANN
	OCCUPANT UNKNOWN
277	DIVA LEAL
299	EVANGELINE GIER
300	BOBBIE WARREN

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 1999

105	SALVADOR PLANCARTE
115	DALE SLAYBAUGH
125	JAVIER LLAMAS
	OCCUPANT UNKNOWN
127	LUCY FRANCO
300	ALBERT MESA
	ALL SEASONS CHEM DRY
	OCCUPANT UNKNOWN
318	CAROL VARNI
338	GREG TORRES
	OCCUPANT UNKNOWN
352	MICHAEL BUTTRESS
374	JANICE PETERSON
390	R ORSON
399	OCCUPANT UNKNOWN
	WILLIE DANIEL
400	DAVID MACHADO
421	ROBERT MIRANDA
423	JOE AGUEDA
424	OCCUPANT UNKNOWN
425	MICHAEL JOHNSON
427	JAMES JOHNSON
430	JASON SERIO
431	MICHAEL BUCK
432	OCCUPANT UNKNOWN
433	JOEL MCCOY
500	YOLANDA SHARMA
501	MENDOZA AGUIRRE
	OCCUPANT UNKNOWN
514	OCCUPANT UNKNOWN
515	MICHAEL ADAMS
519	OCCUPANT UNKNOWN
	ROGER ELY
521	LEOLA SWAFFORD
525	JEREMY WILEY
	OCCUPANT UNKNOWN
529	NEMESIO SILVA
530	ARMANDO OLIDE
541	JEREMY GROOMES
	OCCUPANT UNKNOWN
600	MIGUEL LOZANO
606	E MAGANA
	YOLANDA ORNELAS
607	ROGER HUFFMAN
608	DAWN VICKERY
609	S POLOUS
610	HAROLD BLEWITT
611	AILAFO NUIA
615	JOE WALKER
621	OCCUPANT UNKNOWN

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 1999 (Cont'd)

698	MARK CHAUVIN
700	OCCUPANT UNKNOWN
701	MARY MARCONETT
702	JESUS ZUNIGA
	KATINA DOWNS
703	OCCUPANT UNKNOWN
705	JESSIE NORENA
	OCCUPANT UNKNOWN
708	HILDA MENARD
709	JO EDWARDS
800	MICHAEL CLAY
801	CLIFF STEELE
803	RAFAEL PEREZ
811	OCCUPANT UNKNOWN
820	IRMA ALMENDARIZ
	OCCUPANT UNKNOWN
830	KENNETH KEUP
855	ANTHONY AMARINO
895	EVANGELINA MENDOZA
	OCCUPANT UNKNOWN
905	KELLY STORY
	OCCUPANT UNKNOWN
975	OCCUPANT UNKNOWN
979	OCCUPANT UNKNOWN
981	CHRISTINE CHILDRES
	OCCUPANT UNKNOWN
1004	RAFAEL CHAVEZ
1014	CURT AYALA
1024	EDMOND DIKE
1034	VERONICA LUCATERO
1040	CALIFORNIA STATE OF NATIONAL GUARD
1051	ASUNCION FLORES
	OCCUPANT UNKNOWN
1053	ANTONIO ZUNO
1073	MINDY MACHADO
1110	TURLOCK LITTLE LEAGUE
1113	MATTHEW JOHNSON
1123	FLORENTINO TELLECHEA
1143	WRIGHT LOREN N TILE CONTRACTOR

Target Street	Cross Street	Source
✓	-	Cole Information Services

ALASKA ST 1995

143	MARTINS, JOE
157	NORMAN, ALTON S
175	CONE, MISTY
188	SOUSA, MANUEL
189	LLIMET, TEODORA
192	RIOS, ILANDRA
194	OCCUPANT UNKNOWNN
195	PANOUSSI, ALBERT
196	MORENO, JORGE L
197	OCCUPANT UNKNOWNN
222	OCCUPANT UNKNOWNN
223	JOHNSON, GARY V
224	PEREZ, V
226	OCCUPANT UNKNOWNN
241	OCCUPANT UNKNOWNN
255	ALVES, JOSE S
268	OCCUPANT UNKNOWNN
277	OCCUPANT UNKNOWNN
280	MORA, ROBERT
299	GIER, CHARLES J

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 1995

109	OCCUPANT UNKNOWNN
115	WENDORF, M P
125	OCCUPANT UNKNOWNN
127	TORRES, MOISES
300	OCCUPANT UNKNOWNN
318	OCCUPANT UNKNOWNN
330	OCCUPANT UNKNOWNN
338	OCCUPANT UNKNOWNN
374	PETERSON, L
379	DODGE, LESTER
390	GRIFFIN, ORSON R
395	VARGAS, JESUS M
399	DANIEL, HELEN E
400	LINDSEY, SHARON E
421	FAULKENBERRY, IRVIN A SR
423	OCCUPANT UNKNOWNN
425	JOHNSON, MIKE
426	LINDBLOM, KERMIT
427	JOHNSON, PAUL A
430	FINK, SANDY
431	STLOUIS, JOS J
432	MAESE, DAVINA
433	STOECK, PAUL A
500	JOHNS, KENNETH W
501	STRAHAN, VICKI
514	WARDA, RENE
515	OCCUPANT UNKNOWNN
518	BROWN, TONY J
519	BONANDER, H E
521	SWAFFORD, LEE
522	OCCUPANT UNKNOWNN
525	BEARD, CAMERON
526	JOHNSON, STEPHEN
529	OCCUPANT UNKNOWNN
530	OLIDE, ARMANDO
532	OCCUPANT UNKNOWNN
541	BURCHETT, RAYMOND
600	CUMMINGS, ROBERT
606	OCCUPANT UNKNOWNN
607	LAFFIN, LAURENC
608	VICKERY, DAWN E
609	SHAFFER, JOHN V
610	JOHNSON, OSCAR
611	OCCUPANT UNKNOWNN
612	OCCUPANT UNKNOWNN
613	OTTERSBACH, REBECA
614	VILLEGAS, JOSE
615	KISNER, DALE E
698	DALE, ANGELIA
700	ADKINS, SANDRA

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 1995 (Cont'd)

701	MARCONETT, RALPH
702	OCCUPANT UNKNOWNN
703	MENDOZA, MAY
704	PORTER, WILLIAM A
705	SANDERS, JEFF
706	CHAPMAN, NANCY
707	JASSO, MARIA
708	OCCUPANT UNKNOWNN
709	OCCUPANT UNKNOWNN
800	ADAMS, WILLIAM JR
801	OCCUPANT UNKNOWNN
803	BRUM, JOSE R
811	OCCUPANT UNKNOWNN
815	VASQUEZ, JOSE C
820	GOULARTE, G
830	BARAHONA, F E
840	OCCUPANT UNKNOWNN
850	RICO, ALFONSO
855	AMARINO, ANTONE C
895	VINCENT, ELLEN
901	MCDANIEL, JOE A
905	CARLSON, VERNE
975	VRH, VERNON J
979	OCCUPANT UNKNOWNN
981	OCCUPANT UNKNOWNN
1031	OCCUPANT UNKNOWNN
1040	ARMY NATIONAL GUARD
	US ARMY NATIONAL GUARD RECRUIT
1051	WEJMAR, SCOTT B
1053	ZUNO, ANTONIO
1073	MACHADO, MINDY
1110	TURLOCK LITTLE LEAGUE
1143	LOREN N WRIGHT

Target Street	Cross Street	Source
✓	-	Cole Information Services

ALASKA ST 1992

143	MARTINS, JOE
157	NORMAN, ALTON S
188	SOUSA, MANUEL
189	LLIMET, TEODORA
194	MANCILLA, DONATTO
195	PANOUSSI, ALBERT
196	MORENO, JORGE L
	ORTEGON, ORALIA
255	ALVES, JOSE S
299	GIER, CHARLES J

Target Street	Cross Street	Source
✓	-	Cole Information Services

FLOWER ST 1992

105	SMITH, FANNIE L
115	HURST, EFFIE D
125	MAGANA, SYLVIA
300	JANTZ, CLAUDE
318	VARNI, JAMES
374	PETERSON, L
379	DODGE, LESTER
390	GRIFFIN, ORSON R
395	HERNANDEZ, MANUEL
421	FAULKENBERRY, IRVIN A SR
	HONEYCUTT, WALTER
423	ANDERSON, EVALD
425	JOHNSON, MIKE
426	LINDBLOM, KERMIT
430	ANDERSON, MARK K
431	STLOUIS, J J
500	JOHNS, KEN
501	GOMEZ, JAIME
515	LEAL, CHARLIE
518	BROWN, TONY J
519	BONANDER, H E
521	SWAFFORD, LEE
522	KINSER, SONYA L
525	BEARD, CAMERON
530	OLIDE, ARMANDO
532	ALANIZ, JOSE L
600	CUMMINGS, ROBERT
606	CHAVEZ, RAQUEL
607	LAFFIN, LAUR
609	SHAFFER, JOHN V
610	JOHNSON, OSCAR
611	ENDELMAN, IDA
701	MARCONETT, RALPH
703	MENDOZA, MAY
704	PORTER, WILLIAM A
705	SANDERS, JEFF
707	JASSO, MARIA
708	MENARD, HILTON
815	PIERCE, TIM L
820	GUTIERREZ, ALFONSO
840	STAMMERJOHAN, F
850	AUSTIN, ALLEN
855	WINGETT, FRED L JR
905	CARLSON, VERNE
981	CARMEL, MICHAEL
1031	GARCIA, ALFONSO
1040	CA ST NG ARMY 184TH
	US ARMY ARNG RCRTR
1051	WEJMAR, SCOTT B
1073	WALL, OSCAR

Target Street	Cross Street	Source
✓	-	Polk City Directory

ALASKA ST 1986

ALASKA ST —FROM 120 W MAIN ST NORTH

ZIP CODE 95380

143 Dalton Mary 668-8262
157 Norman Mary ◎
175 No Return
188 Souza Manual ◎ 632-1696
189 Llimet Andres ◎ 664-2312
192★Tanis Mark 632-9178
194 Jimenez Juan
195 Cooper Bobby
196 Ortegon Adam 667-9485
197 No Return
222★Grubbs Russle
223 Johnson Shirley C Mrs
236 No Return
241 Diaz Will ◎ 634-5655
250 No Return
255 Miller Frida
268 No Return
275 Sanchez Gerardo ◎ 667-5413
277 Alejandre Priciliano ◎ 667-6928
280 No Return
284 No Return
299 Gier Charles ◎
300 Smith Peggy ◎
FLOWER ST INTERSECTS

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1986

500

FLOWER ST —FROM 400 N 1ST ST
SOUTHWEST

ZIP CODE 95380
105 Smith Fannie L Mrs ◎ 634-7854
109 Silva Albina Mrs ◎ 632-5433
115 Hurst Effie D Mrs ◎ 634-1750
125 Fittje Tim 667-1724
127★Kay Gary J
N BROADWAY ST INTERSECTS

204

LEXINGTON AV INTERSECTS
300 Franey Ray ◎ 632-4263
318 Varni James ◎ 667-6496
330 Vacant
338 Warner Tular E ◎ 634-1155
341 Kirkes Marguarette C Mrs ◎ 634-9301
352 Aiken John R 632-7383
374 Peterson Lawrence D ◎ 634-3493
379 Dodge Lester E ◎ 667-2279
390 Griffin Orson R ◎ 632-4672
395 Hernandez Manuel ◎ 634-2366
399 Daniel Bill E ◎ 634-6148
N ORANGE ST INTERSECTS
400 No Return
421 Honeycutt Walter A ◎ 632-0778
423 Anderson Evald ◎ 634-3196
424★Marquez Juan 668-0314
425 Grinolds Vic 667-5484
426 Lindblom Kermit L ◎ 634-7304
427 Johnson Michael
430 Johnson Mark 632-9459
431 Saint Louis J Joseph ◎ 634-4243
432★Lobue Steve H ◎ 634-9824
433 Vacant
N BEECH ST INTERSECTS
500 Zuber Leo M ◎ 634-4209
501★Caetano Regina ◎ 667-1639
514 Vacant
515 Leal Chas 632-0566
518 Brown Tony J ◎ 634-5911
519 Bonander H Emory ◎ 634-3137
521 Gordon E G ◎ 634-2705
522 Davis Mildred Mrs ◎
525 Schneider Edw ◎ 634-5236
526 Essary Bobby 667-8054
529 Carson Ernest L ◎ 634-5132
530 Swanson Swen ◎ 634-4142
532 Lyon Anthony 668-3679
541 Massey Charles L ◎ 634-2248
GRANT AV INTERSECTS
600★Zeleznik Roberto 634-3410
606★Beltran Robt ◎ 668-7028
607 Laffin Laurence L ◎ 634-4390
608 Huffman Roy E 634-5000
609 Shaffer Ruth E Mrs ◎ 667-1129
610 Johnson Anna A Mrs ◎ 634-4382
611 Endelman Wilton G ◎ 634-3154
612 No Return
613 Gouveia Jim ◎ 632-5726

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1986

FLOWER ST—Contd

614 Vierra Clara M ◎ 634-4342
615 Stuart Mildred E ◎ 632-1502
700 No Return
701 Marconett Ralph ◎ 632-3988
702★Carlson Jeff 632-6563
702a Volk Alan
702b Fiorini Greg H 667-5274
703 Mendoza May Mrs ◎ 634-9572
704 No Return (704-704b)
705 Sanders Jeff 634-5685
706 Chapman Nancy G Mrs ◎ 634-5204
707 Vacant
708 Menard Hilton ◎ 632-7945
709 Barnes Earl B ◎ 632-0701
N WEST AV INTERSECTS
800 Snow Donald R 634-7902
801 Toste Mary B Mrs ◎ 634-6403
803 Furtadu Zelia ◎ 634-2100
811★Irwin David ◎ 668-2810
815 Vasquez Carlos 668-2825
820★Zepeda Zeferino 668-7336
830 Riffles Anne M ◎ 634-0501
840 Stammerjohan Filomena M Mrs ◎ 632-2996
850 Bettencourt Mary E Mrs ◎ 632-1103
855 Wingett Fred L ◎ 634-1863
895 Anderson Martha L 667-7690
CLIFFORD AV INTERSECTS
901 Mc Daniel Joe A
905 Carlson Vernel E 632-5330
973 Franney C R
975 No Return
979★Carlson Sandra 632-6882
981★Smithcamp Bobby
1031★Myers Greg A 667-8659
1040 State Army Natl Guard Spt Co 1st Bn 184th Inf 634-4352
1051 Swanson Lillian M Mrs ◎ 632-3408
1053 Gusterson Ethel Mrs ◎ 632-0430
1073 Wall Irene L Mrs ◎ 632-0825
ALASKA ST INTERSECTS
1100 Turlock Little League Park 667-9710
1103 Coelho Jose M ◎ 634-2766
1110 Soberquist Little League Field 667-9710
1113 Pope Lester A ◎
1123 Silva Sandra L Mrs ◎ 632-9250
1143 Wright Loren N tile contr ◎ 634-7314
SODERQUIST ST INTERSECTS

Target Street	Cross Street	Source
✓	-	Polk City Directory

ALASKA ST 1981

ALASKA ST —FROM 120 W MAIN ST NORTH

ZIP CODE 95380

143★Norman Edw ◎
157 Ref Norman
175 Cone Bill
188 Souza Manual ◎ 632-1696
189★Broggi Orville 667-6508
192★Castillo Alvaro 634-2231
194 Kapurura Petros P 634-9946
195 No Return
196★Ortegon Adam 667-9485
197 No Return

Target Street	Cross Street	Source
✓	-	Polk City Directory

ALASKA ST 1981

222 No Return
223 Johnson Melvin L ◎ 662-9164
236 Dayton John
241★Diaz Will ◎ 634-5655
250 Schindler Howard 634-0475
255★Pike Travis 667-9183
268★Walker Melvin 632-8341
275★Hensley Ken
277★Martin Chris I 667-7351
280 No Return
284 Mora Robt G ◎
299 Gier Charles
300★Robbins Michl ◎
FLOWER ST INTERSECTS

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1981

FLOWER ST —FROM 400 N 1ST ST SOUTHWEST

ZIP CODE 95380
105 Smith Carl H ◎ 634-7854
109 Silva Albina Mrs ◎ 632-5433
115 Hurst Effie D Mrs ◎ 634-1750
125 Fittje Tim
127 Fittje Tom 634-4851
N BROADWAY ST INTERSECTS

LEXINGTON AV INTERSECTS
300 Kruse Bud L ◎
318★Varni James ◎
330 No Return
338 Warner Tular E ◎ 634-1155
341 Simpkins Beryl C
352★Erlndson Charlotte 632-7383
★Wickstrom Susan 632-7383
374 Peterson Lawrence D ◎ 634-3493
379 Dodge Lester E ◎ 667-2279
390 Griffin Orson R ◎ 632-4672
395 Hernandez Manuel ◎ 634-2366
399 Daniel Bill E ◎
N ORANGE ST INTERSECTS
400★Corbin Mike
421 Honeycutt Walter A ◎ 632-0778
423 Anderson Evald ◎ 634-3196
424 Morelli J ◎
425★Grenalds Victor
426 Lindblom Kermit L ◎ 634-7304
427 Johnson James R ◎ 634-4323
429 No Return
430 Silva Manuel 667-6346
431 Saint Louis J Joseph ◎ 634-4243
432 Ahlberg Paul M ◎ 634-3114
433 Almand Cleo ◎ 634-6154
N BEECH ST INTERSECTS
500 Zuber Leo M ◎ 634-4209
501 Atchison Thurman G ◎ 634-3590
514 Kennedy James ◎ 668-4037
515★Leal Chas ◎ 632-0566
518 Brown Tony J ◎ 634-5911
519 Bonander H Emory ◎ 634-3137
521 Gordon E G ◎ 634-2705
522 Davis Harold E ◎ 634-4605
525 Schneider Edw ◎ 634-5236
526★Essary Bobby
529 Carson Ernest L ◎ 634-5132
530 Swanson Swen ◎ 634-4142
532 No Return
541 Massey Charles L ◎ 634-2248
GRANT AV INTERSECTS
600★Salazar Hector 634-3163

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1981

606 No Return
607 Laffin Laurence L ◎ 634-4390
608 Huffman Roy E 634-5000
609 Shaffer John V ◎ 667-1129
610 Johnson Anna A Mrs ◎ 634-4382
611 Endelman Wilton G ◎ 634-3154
612 Vacant
613 Lasater Cleve W ◎ 632-2682
614★Vieera Clara ◎ 634-4342
615 Stuart Mildred E ◎ 632-1502
700 Luond Dominik ◎ 632-1627
701 Marconett Ralph ◎ 632-3988
702★Dennis Cindy 632-2117
702a★Mendos Francis
702b★Fiorini Greg H ◎ 667-5274
703 Mendoza May Mrs ◎ 634-9572
704 Tupper Robt A
Apartments
1★Stargis Steve
2 Pearson Neoma
3 Rydin Emmie L Mrs 634-0115
705★Holt Arther 634-5685
706 Chapman Nancy G Mrs ◎ 634-5204
707★Kennedy Susan
708★Menard Hilton ◎ 632-7945
709 Barnes Earl B ◎ 632-0701
N WEST AV INTERSECTS
800 Peichoto Robert G 634-0984
801 Toste Mary B Mrs ◎ 634-6403
803★Furtadu Zelia ◎ 634-2100
811 Nedrow Glenn O ◎ 634-6089
815★Pierce Timothy ◎ 667-0860
820★Cain Jeff ◎ 634-6531
830 Riffles Anne M ◎ 634-0501
840 Stammerjohan Filomena M Mrs ◎
632-2996
850 Borges Mary E Mrs ◎ 632-1103
855 Wingett Fred L ◎ 634-1863
895 Anderson Martha L
CLIFFORD AV INTERSECTS
901 Mc Daniel Joe A
905 Carlson Vernel E 632-5330
973 Calhoun Georgia Mrs 634-0694
975★Ford Don
979 Mohr Myra
981 Torrell Lorraine 632-9472
1031 Garcia Alfonso ◎ 632-0749
1040 State Army Natl Guard Spt Co 1st Bn
184th Inf 634-4352
1051 Swanson Lillian Mrs ◎ 632-3408
1053 Gusterson Ethel Mrs ◎ 632-0430
1073 Wall Oscar J ◎ 632-0825
ALASKA ST INTERSECTS
1100 Soderquist Little League Park 667-9710
1103 Coelho Joe ◎ 634-2766
1113 Pope Lester A ◎ 634-3280
1123 Silva Ronald A ◎ 632-9801
1143 Wright Loren N tile contr ◎ 634-7314
1198 Turlock Little League Park
SODERQUIST ST INTERSECTS

Target Street	Cross Street	Source
✓	-	Polk City Directory

ALASKA ST 1976

ALASKA ST —FROM 120 W
MAIN ST NORTH

ZIP CODE 95380
143 Vacant
157★Norman Alton S 634-8153
175★Norman Rocky 632-5805
188 Summers Cary E ◎ 634-3626
189 Murray Michl R ◎ 632-6808
192★Edwards Anson
194★Padilla Rodger S
196 Brooks Michl O 634-0469
222 No Return
223 Johnson Melvin L ◎ 634-1151
241★Angus Joe
250★Nabors Garland
255★Mc Donald Wm ◎
262 Carlsa Kenneth
268 Freitas Vernon J ◎ 634-8321
275★White Michael 632-7196
277★Cervantes Alfonso 632-0745
280 Juan Martinez
284 Mora Robt G ◎ 634-1258
299 Gier Charles
300 Aguiar Maria Mrs ◎
634-5051
HAWKEYE AV INTESECTS
FLOWER ST INTERSECTS

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1976

900

FLOWER ST —FROM 400 N
1ST ST SOUTHWEST

ZIP CODE 95380
105 Smith Carl H ◎ 634-7854

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1976

109 Silva Albina Mrs ◎ 632-8433
115 Hurst Effie D Mrs ◎
634-1750
125 Day John W Jr
127 Hilton Lee R
N BROADWAY ST
INTERSECTS

204
LEXINGTON AV INTERSECTS
300★Kruse Bud
318 Vacant
330 Roberts Bertha Mrs ◎
634-4741
338 Warner Maud Mrs ◎
634-1155
341 Kirkes Marguarette C Mrs ◎
634-1517
352 Carson V A ◎ 634-6781
374 Peterson Lawrence D ◎
634-3493
379 Burman Burton L ◎ 634-6141
390 Griffin Orson R ◎ 632-4672
395 Hernandez Manuel ◎
634-2366
399 Daniel Bill E ◎
N ORANGE ST INTERSECTS
400 Kast Eva E Mrs ◎ 634-6292
421 Faulkenberry Lillian Mrs ◎
632-0778
423 Anderson Evald ◎ 634-3196
424★Robinson Sharon
425 Krok Elida M Mrs ◎
632-4429
426 Lindblom Kermit L ◎
634-7304
427★Johnson Jeff
430★Jones Les
431 Saint Louis J Joseph ◎
634-4243
432 Ahlberg Paul M ◎ 634-3114
433 Almand Cleo ◎ 634-6154
N BEECH ST INTERSECTS
500 Zuber Leo M ◎ 634-4209
501 Atchison Thurman G ◎
634-3590
514 Kennedy Ollie D ◎ 634-6347
515 Bates Esther Mrs ◎ 634-4158
518 Brown Tony J ◎ 634-5911
519 Bonander H Emory ◎
634-3137
521 Gordon E G ◎ 634-2705
522 Davis Harold E ◎ 634-4605
525 Schneider Edw ◎ 634-5236
526 Myers Fred B 632-1358
529 Carson Ernest L ◎ 634-5132
530 Swanson Amanda C Mrs ◎
634-4142
532 Turner Edith S ◎
541 Massey Charles L 634-2248
GRANT AV INTERSECTS
600 Jones Earl ◎ 634-4648
606 Wimpy Richd V ◎ 634-6518

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1976

FLOWER ST—Contd

607 Laffin Laurence L ◎ 634-4390
608 Jackson Fred A
609 Shaffer John V ◎ 632-0155
610★Johnson Anna A
611 Endelman Wilton G ◎ 634-3154
612 Hartman Flossie M Mrs ◎ 632-1193
613 Lasater Cleve W ◎ 632-2682
614 Vierra Beverly E ◎ 634-4342
615 Stuart M E ◎ 632-1502
629★Barringer Kevin 634-3637
700 Luond Dominik ◎ 632-1627
701★Turner Frank
702★Conrad Jackie
702a★Learn Kandy
702b★Homen David A ◎ 632-8213
703 Mendoza May Mrs ◎ 634-9572
704 Hillyard Dean 632-7617
704a Vacant
704b Rydin Albine Mrs 634-0115
705★Mc Gowen Sharon
706 Chapman Nancy G Mrs ◎ 634-5204
707 Rundle Albert H 632-1720
708 Nedrow Glen O ◎ 634-6497
709 Barnes Earl B ◎ 632-0701

N WEST AV INTERSECTS

800★Mc Daniel Ron
801 Toste Mary B Mrs ◎ 634-6403
803 Kodritsch Josephine Mrs ◎ 634-5432
811 Baker Ray S 634-6089
815 Vacant
820 Cain Arlene Mrs ◎
830 Riffles Anne ◎ 634-7822
840 Stammerjohan Filomena M Mrs ◎ 632-2996
850 Borges Alf A ◎ 632-1103
855 Wingett Fred L ◎ 634-1863
895★Frost David

CLIFFORD AV INTERSECTS

901 Vacant
905 Carlson Verne E 632-5330
1031 Garcia Alfonso ◎ 632-0749
1040 State Army Natl Guard Spt Co 2d Bn 185th Inf 634-4352

ALASKA ST INTERSECTS

1051 Swanson Lillian Mrs ◎ 632-3408

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1976

1053 Olesen Ethel Mrs ◎
632-0430
1073 Wall Oscar J ◎ 632-0825
ALASKA ST INTERSECTS
1100 Soderquist Park
1103 Coelho Jose M ◎ 634-0834
1113 Pope Lester A ◎ 634-3280
1123★Filba Ronald A ◎ 632-9801
1143 Wright Loren N tile contr ◎
634-7314
1198 Turlock Little League Park

Target Street	Cross Street	Source
✓	-	Polk City Directory

ALASKA ST 1971

ALASKA ST —FROM 120 W MAIN ST NORTH

ZIP CODE 95380

143 Gutierrez Antonio
157 Vacant
175 Long James D 634-8925
188 Summers Cary E ◎ 634-3626
189 Johnson Signa Mrs ◎ 632-1203
192 Doyle Michael L 632-0871
194 Vacant
196 Kruse Bud L 634-8350
222 Vacant
223 Johnson Melvin L ◎ 634-1151
236 Rasor Nora S Mrs ◎ 634-1212
241 Palacios John D 634-8898
250 Comnick Ronald 634-7951
255 Mello David V ◎
262 Carlson Kenneth
268 Spitsen Reuben H Jr ◎ 634-6492
275 No Return
277 Gallegos Eurora Mrs 634-5834
280 Delgadillo Perferto 632-4318
284 Mora Robt G ◎ 634-1258
299 Gier Charles J ◎ 634-4658
300 Aguiar Tony ◎ 634-5051

HAWKEYE AV INTESECTS
FLOWER ST INTERSECTS

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1971

900

FLOWER ST —FROM 400 N
1ST ST SOUTHWEST

ZIP CODE 95380
105 Smith Carl H ◎ 634-7854
109 Silva Albina Mrs Mrs
632-8433
115 Hurst Effie D Mrs ◎
634-1750
125 Wiley Eva L Mrs 634-0187
127 Cahoon Geo H 632-5269
N BROADWAY ST
INTERSECTS
200 Vacant

204

LEXINGTON AV INTERSECTS
300 Turner Gladys A Mrs ◎
634-8360
318 Hallvar Helga Mrs ◎
632-4333
330 Roberts Bertha Mrs ◎
634-4741
338 Warner Maud Mrs ◎
634-1155
341 Kirkes Marguarette Mrs ◎
352 Carson Verner A ◎ 634-6781
374 Peterson Lawrence D ◎
634-3493
379 Burman Burton L ◎ 634-6141
390 Griffin Orson ◎ 632-4672
395 Hernandez Manuel ◎
634-2366
399 Daniel Bill E ◎ 634-6148
N ORANGE ST INTERSECTS
400 Kast Eva E Mrs ◎ 634-6292
421 Faulkenberry Lillian Mrs ◎
632-0778
423 Anderson Evald ◎ 634-3196
424 Marlow Phil
425 Krok Elida M Mrs ◎
632-4429
426 Lindblom Kermit L ◎
634-7304
427 Johnson James R ◎
430 Mollard Brian D 634-2141
431 Saint Louis J Joseph ◎
634-4243
432 Ahlberg Paul M ◎ 634-3114

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1971

FLOWER ST—Contd

433 Almand Cleo ◎ 634-6154
N BEECH ST INTERSECTS
500 Zuber Leo M ◎ 634-4209
501 Atchison Thurman G ◎ 634-3590
514 Belcher Lee ◎ 634-6347
515 Bates Saml ◎ 634-4158
518 Brown Tony J ◎ 634-5911
519 Bonander H Emory ◎ 634-3137
521 Gordon E G ◎ 634-2705
522 Davis Harold E ◎ 634-4605
525 Schneider Edw ◎ 634-5236
526 Myers Fred B ◎ 632-1358
529 Carson Ernest L ◎ 634-5132
530 Swanson Amanda C Mrs ◎ 634-4142
532 Turner Edith S ◎
541 Banta Marion D ◎ 634-6127
GRANT AV INTERSECTS
600 Jones Earl W ◎ 634-4048
606 Wimpy Richd V ◎ 634-6518
607 Laffin Laurence L ◎ 634-4390
608 Mc Cauley Rodney 632-4554
609 Shaffer John V ◎ 632-0155
610 Johnson Oscar A ◎ 634-4382
611 Endelman Wilton G ◎ 634-3154
612 Hartman Frank M ◎ 632-1193
613 Lasater Cleve W 632-2682
614 Vierra Beverly E ◎ 634-4342
615 Claney Lydia A Mrs ◎ 634-5153
700 Luond Dominik ◎ 632-1627
701 Turner Frank ◎ 634-5270
702 Vacant
703 Mendoza May Mrs ◎ 634-9572
704 Rhodes Alvin D 634-2139
705 Sutton Steve 632-4565
706 Chapman Nancy Mrs ◎ 634-5204
707 Rundle Albert H 632-1720
708 Nedrow Glen O ◎ 634-6497
709 Barnes Earl B ◎ 632-0701
N WEST AV INTERSECTS

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1971

800 Trammel Margie Mrs
632-3145
801 Toste Mary B Mrs ◎
634-6403
803 Kodritsch Josephine Mrs ◎
634-5432
811 Cook Martha N Mrs ◎
634-6718
815 Comnick Albert ◎
820 Cain Arlene Mrs ◎
830 Riffle Edw R ◎ 634-7822
840 Stammerjohan Filomena M
Mrs ◎ 632-2996
850 Borges Alf R ◎ 632-1103
855 Wingett Fred ◎ 634-1863
895 Bright Ed E ◎ 634-7725
CLIFFORD AV INTERSECTS
901 Mc Daniel Joe A 634-5344
905 Gault Jesse C 632-4609
963 Carlson Verne E paint contr
632-5330
1031 Garcia Alphonso ◎ 632-0749
1040 State Army Natl Guard Hhc
2d Bn 185th Inf 634-4352
ALASKA ST INTERSECTS
1051 Swanson Lillian Mrs ◎
632-3408
1053 Olesen Ethel Mrs ◎
632-0430
1073 Wall Oscar J ◎ 632-0825
ALASKA ST INTERSECTS
1100 Soderquist Park
1103 Rhodes Raydean ◎ 634-7001
1113 Pope Lester A ◎ 634-3280
1123 Silva Ronald ◎ 634-5733
1143 Wright Loren N tile contr ◎
634-7314
1198 Turlock Little League Park

Target Street	Cross Street	Source
✓	-	Polk City Directory

ALASKA ST 1966

ALASKA — From 120 W Main north

143 Dahltsrom Augusta Mrs
157 Sjodin P John ©
175 Easton Cecila Mrs 632-4114
188 Vacant
189 Johnson Signa A Mrs © 632-1203
190 Vacant
196 Graham Raymond
222 Haarberg Delbert 634-4454
223 Johnson Melvin L © 634-1151
234 Allard Donald H 632-0076
236 Rasor Nora S Mrs © 634-1212
241 Robinson Wm ©
250 Greenfield Chas J 634-1217
255 Mello David V
268 No return
275 Taylor Jerry D
277 Largent Troy
280 Mora Robt 634-1258
280½ Vacant
298 Vacant
299 Geer Chas J 634-4658

Target Street	Cross Street	Source
✓	-	Polk City Directory

ALASKA ST 1964

ALASKA — From 120 W Main north

143 Dahlstrom Augusta Mrs
157 Sjodin John P ◎
175 Easton Cecilia Mrs 632-4114
188 Goehring W Wayne 634-6592
189 Johnson Signa A Mrs ◎ 632-1203
190 Vacant
222 Hoarbeg Delbert 634-4454
223 Johnson Melvin L ◎ 634-1151
236 Rasor Nora S Mrs ◎ 634-1212
241 Taylor Steph W ◎ 632-3197
250 Hoyle Frank E ◎ 634-7056
255 Backman Axel ◎ 632-4801
268 Spitsen Reuben H 634-6492
280 Mora Robt
280½ Ibanes Lucy Mrs
299 Geer Chas J

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1964

FLOWER — From 400 N 1st southwest and west
105 Gaustelo Richd
109 Balles Ramon 634-7345
115 Hurst Albert L ◎ 634-1750
125 Garcia Raymond
127 Miranda Conrad
N Broadway intersects
Lexington intersects
300 Barmore Sophia Mrs ◎ 632-2609
318 Vacant
330 Vacant
338 Holmgren Maud G Mrs ◎ 634-1155
341 Kirkes Neil M ◎ elec contr 634-6495
352 Carson Verner A ◎ 634-6781
379 Burman Burton L ◎ 634-6141
390 Reed Silas F ◎
395 Weldin Velda ◎ 632-1337
399 Phillips I M ◎ 634-5124
Orange av intersects
400 Kast Eva E ◎ 634-6292
421 Holgate Jos A ◎ 634-3470
423 Lilly Brian B ◎ 632-2664
424 Campbell Christine Mrs ◎
425 Krok Elida ◎ 632-4429
426 Lindblom Kermit ◎ 634-7304
427 Rogers J David 632-4112
430 Vacant
431 StLouis J Jos ◎ 634-4243
432 Ahlberg Paul M ◎ 634-3114
433 Almand Cleo ◎ 634-6154
N Beech intersects
500 Zuber Leo M ◎ 634-4209
501 Spiller Wm C 632-1115
514 Belcher Lee ◎ 634-6347
515 Bates Saml ◎ 634-4158
518 Brown Tony ◎ 634-5911
519 Bonander H Emory ◎ 634-3137
521 Lundgren Ellen M ◎ 634-5203
522 Davis Harold E ◎ 634-4605
525 Schneider Ed W ◎ 634-5236
526 Myers Fred B ◎ 632-1358
529 Carson Ernest L ◎ 634-5132
530 Swanson Amanda C Mrs ◎ 634-4142
532 Turner Edith ◎
541 Banta Marion D ◎ 634-6127
Grant av intersects
600 Jones Earl W ◎ 634-4048
606 Wimpy Richd V ◎ 634-6518
607 Laffin Laurence L ◎ 634-4390
608 Hass Elsie J Mrs ◎ ME 4-7557
609 Shaffer John V ◎ 632-0155
610 Johnson Oscar A ◎ 634-4382

Target Street	Cross Street	Source
-	✓	Polk City Directory

FLOWER ST 1964

611 Endelman Wilton G ◎
Bill's Bakery 634-3154
612 Giliano Geo ◎ 634-9274
613 VanHook Russell 634-4290
614 Vierra Beverly E ◎ 634-3227
615 Claney Lydia A Mrs ◎
634-5153
700 Lound Donwia ◎ 632-1627
701 Turner Frank ◎ 634-5270
702 Duncan Wayne E
703 Doerges Edw G 634-5328
704 Pursley Bill R ◎ 634-4423
705 Sanders Marion 634-3123
706 Chapman Nancy Mrs ◎
634-5204
707 Horst Wilbur C ◎ 634-6219
708 Bernal Frank ◎
709 Hattendorf Daryl L 632-4990
N West av intersects
800 Peterson Phil 632-2841
801 Vacant
803 Kodritsch John S ◎ 634-
5432
811 Cook Martha N Mrs ◎
815 Kline Joseph 632-4322
820 Cain Leonard G ◎
830 Riffle Edw R ◎ 634-7822
840 Stammerjohan Filomena
632-2996
850 Borges Alf R ◎ 632-1103
855 Klevmyr Nils ◎ 632-0721
895 Brison Don L ◎ 634-6158
Clifford av intersects
901 Vacant
905 Vacnt
963 Canada Louis
1031 Harlan Jack E ◎ 632-2517
1051 Swanson Lillian Mrs ◎
632-3408
1053 Olson Ethel Mrs ◎
1073 Hegwar Ernie B ◎ 634-5694
1103 Rhodes Raydan ◎ 634-7001
1113 Pope Lester A ◎ ME 4-3280
1123 Anfinson Jos C ◎ ME
4-6720
1143 Wright Loren N ◎ 634-7314

US Army National Guard Armory Site

Alaska Street / Flower Street

Turlock, CA 95380

Inquiry Number: 4730706.3

September 20, 2016

Certified Sanborn® Map Report

6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

Certified Sanborn® Map Report

09/20/16

Site Name:	Client Name:
US Army National Guard Armo	Rincon
Alaska Street / Flower Street	180 North Ashwood Avenue
Turlock, CA 95380	Ventura, CA 93003-0000
EDR Inquiry # 4730706.3	Contact: Sarah Larese

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Certified Sanborn Results:

Certification # 2014-4086-AFC5

PO # 16-03292

Project 16-03292

Maps Provided:

1962
1952
1945
1922

Sanborn® Library search results

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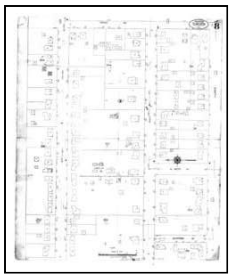

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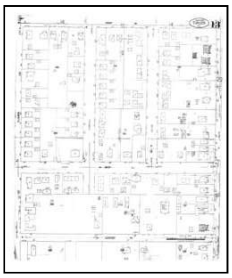

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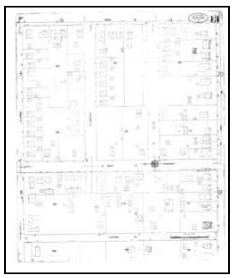
1952 Source Sheets



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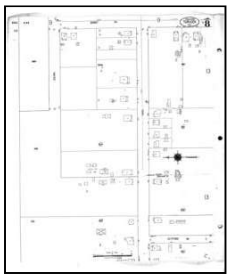
1945 Source Sheets



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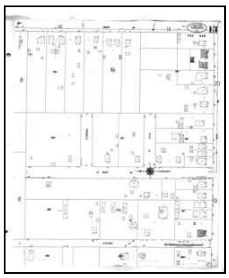

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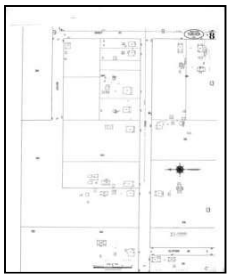

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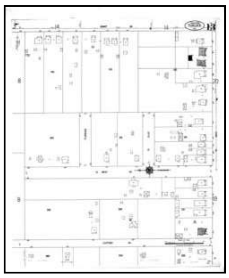

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Certified Sanborn® Map

1962

Site Name: US Army National Guard Armory Site
Address: Alaska Street / Flower Street
City, ST, ZIP: Turlock, CA 95380
Client: Rincon
EDR Inquiry: 4730706.3
Order Date: 09/20/2016
Certification # 2014-4086-AFC5
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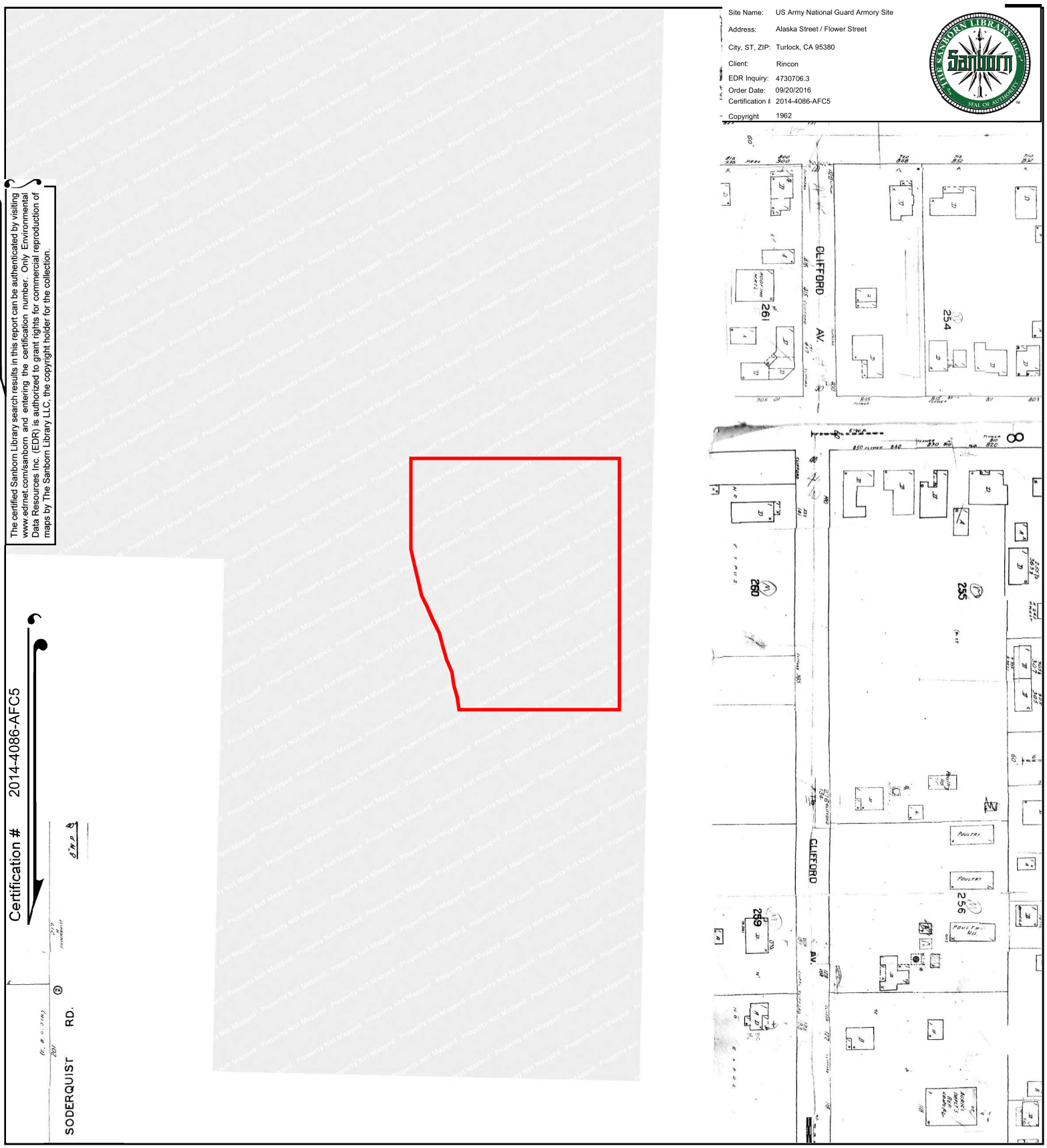

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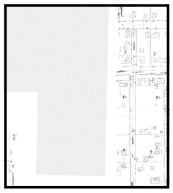

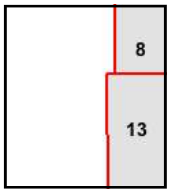

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N

Certified Sanborn® Map

1952

Site Name: US Army National Guard Armory Site
Address: Alaska Street / Flower Street
City, ST, ZIP: Turlock, CA 95380
Client: Rincon
EDR Inquiry: 4730706.3
Order Date: 09/20/2016
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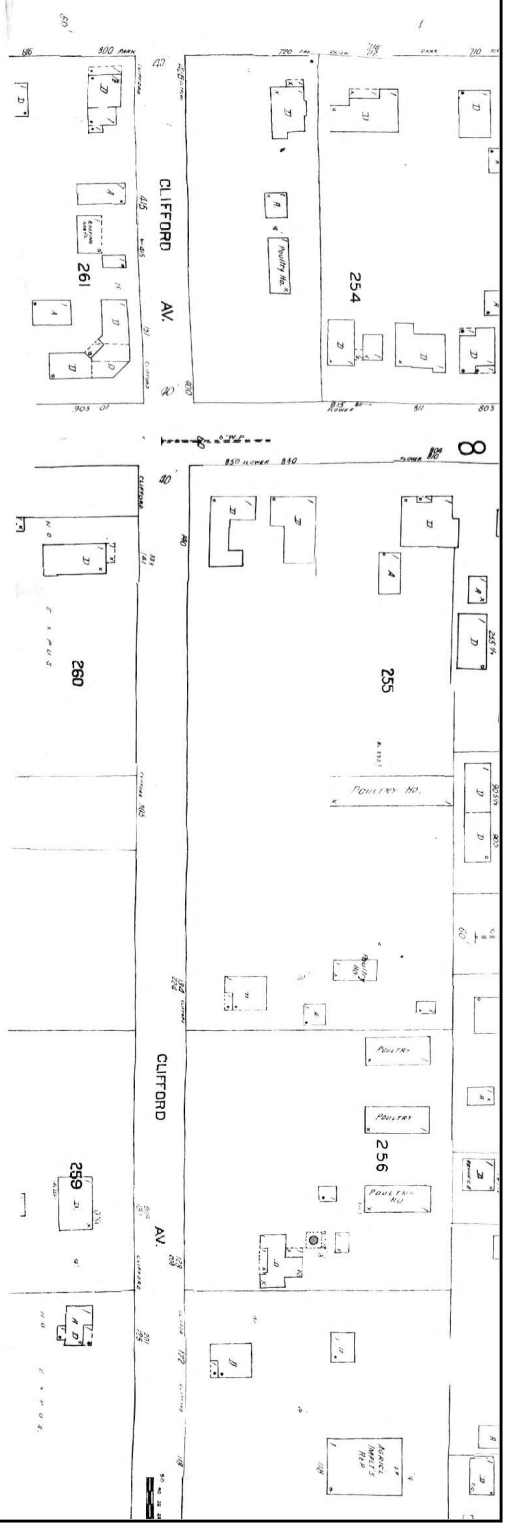

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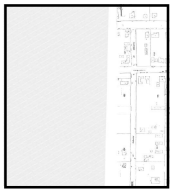

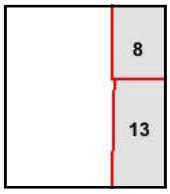

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1945

Site Name: US Army National Guard Armory Site
Address: Alaska Street / Flower Street
City, ST, ZIP: Turlock, CA 95380
Client: Rincon
EDR Inquiry: 4730706.3
Order Date: 09/20/2016
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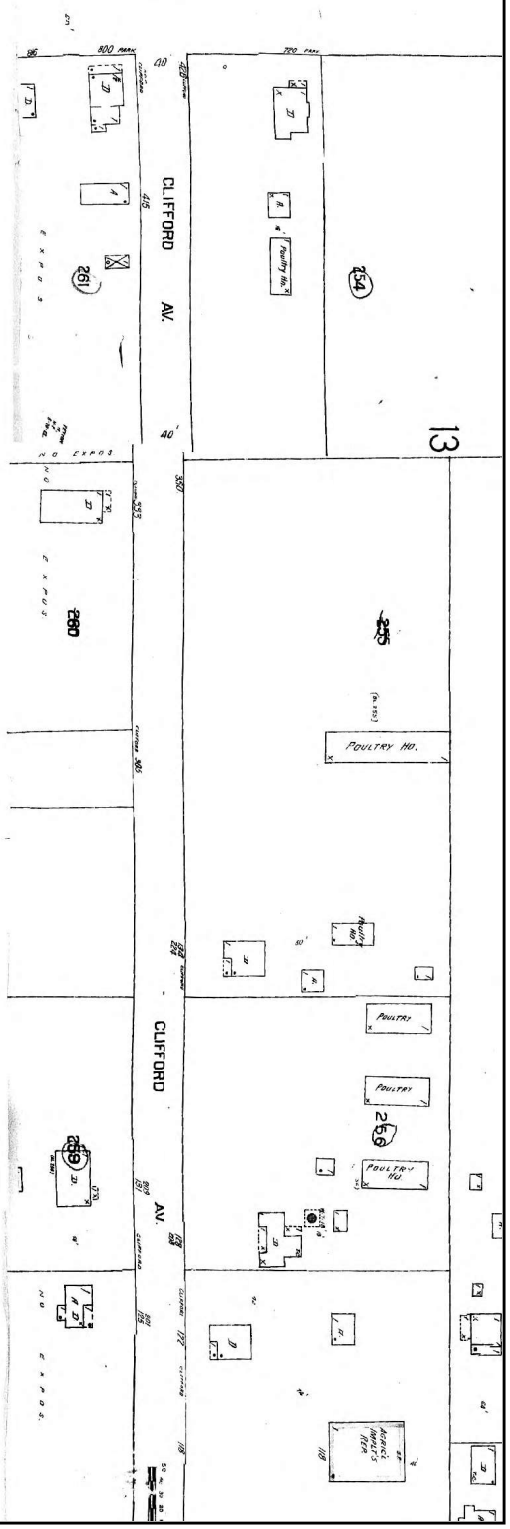

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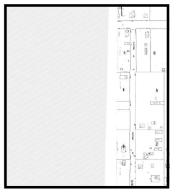

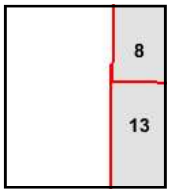

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Volume 1, Sheet 8

N

Certified Sanborn® Map

1922

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Address: Alaska Street / Flower Street
City, ST, ZIP: Turlock, CA 95380
Client: Rincon
EDR Inquiry: 4730706.3
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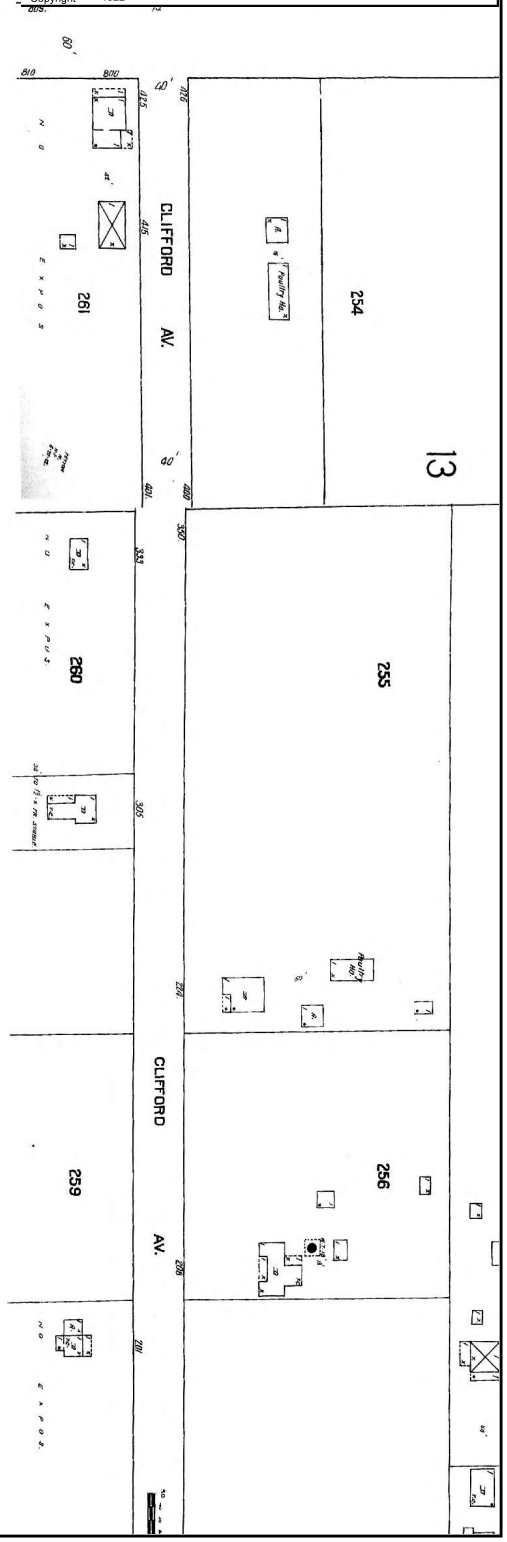

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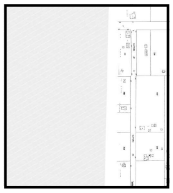

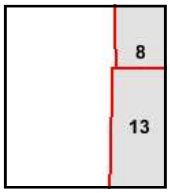

Volume 1, Sheet 13
Volume 1, Sheet 8

N

EXHIBIT F

Phase II Environmental Site Assessment

California National Guard Armory Site
1040 Flower Street, Turlock, California

Prepared for:

The City of Turlock

Prepared by:

Rincon Consultants, Inc.
February 21, 2017

Environmental Scientists Planners Engineers

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, California 93003

805 644 4455
FAX 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

February 21, 2017
Project No. 16-03292

Nathan Bray, P.E.
City of Turlock
156 South Broadway, Suite 150
Turlock, California 95380
Via email: NBray@turlock.ca.us

Subject: **Phase II Environmental Site Assessment**
California National Guard - Armory Site
1040 Flower Street, Turlock, California

Dear Mr. Bray:

This report presents the findings of a Phase II Environmental Site Assessment (ESA) completed by Rincon Consultants, Inc. for the property located at 1040 Flower Street, Turlock California. The subject property is a 1.5-acre parcel in use as the California National Guard Armory. The Phase II ESA was performed in conformance with our proposal dated December 13, 2016 and Service Request No. 02 dated December 23, 2016.

The accompanying report presents our findings regarding the collection and analysis of soil samples and dust wipe samples on the subject property. Thank you for selecting Rincon for this project. If you have any questions, or if we can be of any future assistance, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.

Sarah A. Larese
Senior Environmental Scientist

Walter Hamann, PG, CEG, CHG
Vice President, Environmental Services

REGISTERED GEOLOGIST
WALTER E. HAMANN
No. EG 1635
CERTIFIED ENGINEERING GEOLOGIST
STATE OF CALIFORNIA

Phase II Environmental Site Assessment
1040 Flower Street, Turlock, California

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EXECUTIVE SUMMARY

Rincon Consultants has prepared this Phase II Environmental Site Assessment (ESA) for the property located at 1040 Flower Street, Turlock California (subject property) (Figure 1). The subject property is a 1.5-acre property currently owned by the City of Turlock and in use as the California National Guard Armory, occupied by the 149th Chemical Company (Figure 2). The California National Guard is ending their 99 year lease with the City of Turlock and wishes to exercise their lease option of leaving the improvements to the City. Rincon completed a Phase I ESA for the subject property (dated November 15, 2016) which identified potential recognized environmental conditions that warranted additional assessment. The purpose of this Phase II ESA was to assess subsurface soil for potential impact from organochlorine pesticides (OCPs), metals, volatile organic compounds (VOCs), and total petroleum hydrocarbons (TPH). Based on the age and historic use of the subject property as an armory and shooting range, the subject property was also sampled for lead and asbestos in the structures.

On January 13, 2017 a direct push rig was used to advance eight soil borings to a depth of 5.5-feet below ground surface (bgs) (Figure 2). The work was conducted by TEG Northern California, Inc. of Rancho Cordova, California, under the direct supervision of Rincon Consultants. Soil matrix samples were collected at 0.0-0.5-foot, 2.0-2.5- feet, and 5.0-5.5-feet bgs from each soil boring. Rincon personnel collected three dust wipe samples from the interior of the former shooting range structure to assess the presence of lead associated with the historic use as a shooting range.

Additionally, because the main building on the subject property was built prior to 1963, lead-based paint (LBP) and asbestos-containing building materials (ACBM) surveys were conducted by Stockton Environmental, Inc., of Stockton, California by accredited inspectors.

Soil samples collected at 0.0-0.5-foot and 2.0-2.5-feet from all eight borings were analyzed for OCPs by EPA Method 8081A and 17CCR Total Metals by EPA Method 6010B/7471A. A total of 16 soil samples were analyzed. The 5.0-5.5 -foot samples were held pending results of the 0.0-0.5-foot and 2.0-2.5-foot samples. Concentrations of metals were detected in all 16 shallow soil samples analyzed and were within the accepted background range for metals in California soils. Concentrations of chlordane, 4,4'-DDD, 4,4'-DDE, 4,4'-DDT, dieldrin, heptachlor, and heptachlor epoxide were reported in 13 of the 16 shallow soil samples analyzed for OCPs. Only one concentration of chlordane reported at 9.8 mg/kg in B4 (0.5-foot) exceeded the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB) Environmental Screening Level (ESL) for chlordane in commercial/industrial soil of 2.2 mg/kg.

Soil samples collected at 0.0-0.5 feet and 2.0-2.5 feet from three borings in the vehicle parking area (B6, B7, and B8) were analyzed for VOCs by EPA Method 8260B and TPH (carbon chain) by EPA Method 8015B. The soil samples from 5.0-5.5 feet were held pending results of the 0.0-0.5 and 2-2.5 feet samples. Concentrations of TPH (motor oil range), toluene, and total xylenes were reported; however, none of the concentrations exceeded their respective ESLs.

Three dust wipe samples were collected from the interior of the former shooting range structure to assess the presence of lead associated with the historic use as a shooting range. Dust wipe samples were analyzed for total lead by EPA Method 6010B. Concentrations in dust wipe samples N1, N2, and N3 were reported at 12,000 micrograms per square foot ($\mu g/ft^2$), 140 $\mu g/ft^2$, and 49 $\mu g/ft^2$, respectively. Currently, there is no occupational exposure limit for lead

contamination on surfaces. However, in a Federal compliance instruction for lead in the construction industry, the Occupational Safety and Health Administration (OSHA) has provided a level of acceptable lead loading (surface dust levels) for non-lead work areas (clean areas outside lead work areas, such as lunchrooms, etc.) of 200 $\mu g/ft^2$ (OSHA, 1993.

Based on the findings of the LBP and ACBM survey conducted at the subject property by Stockton Environmental, Inc. (SEI), none of the 23 bulk samples collected for asbestos analysis were identified to contain levels of asbestos at or above the regulatory thresholds for asbestos. Four of the 10 samples collected for LBP analysis were found to be below the Consumer Product Safety Commission's (CPSC) level of less than 0.06% lead by weight. Six of the 10 samples collected for LBP analysis were reported to be below OSHA's definition of Lead Based Paint (0.5% by weight) but greater than the CPSC definition of "lead-free paint" (less than 0.06% by weight). None of the samples analyzed exceeded the Environmental Protection Agency's (EPA's) definition of "Lead Based Paint" (0.5% by weight or greater). Additional details of the LBP and asbestos surveys performed for the subject property can be found in the full report, included as Appendix 1.

It is Rincon's understanding that future use of the subject property is intended to be commercial/industrial. Based on the results of the soil assessment for the Phase II ESA and future intended use of the subject property as it has been presented to Rincon, no additional subsurface soil assessment is warranted. One sample (B4 at 0.5 fbg) had chlordane detected above the SFBRWQCB ESL for commercial land use. This ESL is for direct exposure to the soil. The chlordane is likely from the historic agricultural use of the subject property before it was developed with the current structures. The soil sample with the elevated concentration of chlordane was obtained from an area of exposed soil. If the area near this boring is to be a place where people are allowed to access, then we recommend that this soil having elevated chlordane be removed and disposed offsite.

Based on concentrations of lead reported to exceed 200 $\mu g/ft^2$ in one of the dust wipe samples collected from the interior walls of the former shooting range, it is recommended that the lead dust be removed from the interior of the building. Removal of lead dust should be conducted under the guidance of an Independent State Certified Consultant.

Additionally, based on the findings of the LBP and ACBM survey conducted at the subject property by SEI, it is recommended that renovation/demolition activities of this project be considered "lead related construction work" in accordance with OSHA CCR Title 17, division 1, chapter. 8, article 1. If suspect ACBM or painted surfaces not discussed in the attached report are discovered during future demolition/renovation operations, all general work activities which could impact the discovered painted surface should cease until confirmation sampling can be conducted

Should the future intended use of the subject property differ from what has been presented to Rincon, additional subsurface assessment to further characterize the extent of impact from OCPs may be warranted. Should offsite disposal of soils become necessary, additional soil samples may be required.

INTRODUCTION

This report presents the results of the subsurface soil investigation conducted by Rincon Consultants, Inc. for the City of Turlock at the site located at 1040 Flower Street, Turlock, California (Figure 1). Based on the findings of our previous Phase I report dated November 15, 2016, a subsurface investigation, which included soil sampling, a dust wipe, and a LBP and asbestos survey, was performed.

PROJECT HISTORY

A Phase I ESA was prepared for the subject site by Rincon (report dated November 15, 2016). The subject property is owned by the City of Turlock and is currently in use as the California National Guard Armory, occupied by the 149th Chemical Company.

Based on the age of the buildings located onsite and the historic and current uses of the property by the National Guard as an Armory and shooting range, a subsurface soil investigation and LBP and asbestos surveys were conducted.

PURPOSE AND SCOPE

The purpose of the subsurface soil investigation was to identify if OCPs, metals, VOCs, or TPH are present in the soil beneath the subject property.

Our scope of work included the following:

- **Utility Notification.** Pre-mark boring locations and contact Underground Services Alert (USA) to mark areas where underground public utilities might be located in the drilling area.
- **Soil Sampling.** Eight soil borings (B1 through B8) were advanced throughout the subject property with a direct push drill rig to a depth of 5.0-5.5-feet bgs. Soil samples were collected from 0.0-0.5-, 2.0-2.5-, and 5.0-5.5- feet bgs from each soil boring.
- **Dust Wipe Sampling.** Three dust wipe samples (N1 through N3) were collected from the interior walls within the former shooting range located at the subject property.
- **Laboratory Analysis**. Shallow soil samples collected from 0.0-0.5-foot and 2.0-2.5-feet bgs in all eight borings were analyzed for OCPs by EPA Method 8081A and 17CCR Total Metals by EPA Method 6010B/7471A. A total of 16 soil samples were analyzed. Soil samples collected at 0.0-0.5-foot and 2.0-2.5-feet from three borings in the vehicle parking area (B6, B7, and B8) were also analyzed for VOCs by EPA Method 8260B TPH by EPA Method 8015B. Based on the laboratory results of the shallow soil samples, the 5.0-5.5-feet samples were not analyzed. Dust wipe samples were analyzed for lead by EPA Method 6010B.
- **Lead Based Paint and Asbestos Survey.** Due to the age of the main building on the subject property (built prior to 1963), LBP and ACBM surveys were conducted by SEI of Stockton, California by accredited inspectors.
- **Reporting.** Prepare this report documenting our findings.

GEOLOGIC AND HYDROGEOLOGIC SETTING

TOPOGRAPHY

The current USGS topographic map (Turlock Quadrangle, 2012) indicates that the subject property is situated at an elevation of about 95 feet above mean sea level with topography sloping down to the southwest. The adjacent topography is generally flat.

SITE GEOLOGY

According to the California Geologic Survey (1967), the subject property is underlain by alluvium, lake, playa, and terrace deposits; unconsolidated and semi-consolidated. Mostly nonmarine, but includes marine deposits near the coast from the Pleistocene-Holocene era. Soil matrix boring logs of B1-B8 are included as Appendix 2.

REGIONAL GROUNDWATER OCCURRENCE AND QUALITY

The site is located within the San Joaquin Valley groundwater basin. During the preparation of this Phase I ESA, we reviewed the California State Water Resources Control Board's (SWRCB's) online GeoTracker database to determine groundwater flow direction in the vicinity for the site. According to groundwater monitoring reports for a former ARCO station located at 1030 West Main Street (about 845 feet south of the subject property), the depth to groundwater is about 81 feet bgs and flows to the southwest.

METHODOLOGY

On January 13, 2017 a direct push rig was used to advance eight soil borings to a depth of 5.5-feet bgs (Figure 2). The work was conducted by TEG Northern California, Inc. of Rancho Cordova, California, under the direct supervision of Rincon Consultants. Soil matrix samples were collected at 0.0-0.5-foot, 2.0-2.5- feet, and 5.0-5.5-feet bgs from each soil boring. In addition to the soil matrix samples, Rincon personnel collected three dust wipe samples from the interior of the former shooting range structure to assess the presence of lead associated with the historic use of the building as a shooting range.

Additionally, because the main building on the subject property was built prior to 1963, LBP and ACBM surveys were conducted by SEI. The survey was completed by a California Certified Asbestos Consultant and State of California Department of Health Services (DHS) Certified Lead Inspector/Assessor and included a visual reconnaissance of the onsite structures to evaluate the possible presence of asbestos-containing materials and lead-based paint coated surfaces, as well as the collection of building material samples and paint chip samples for laboratory analysis.

SOIL BORING ADVANCEMENT AND SAMPLING

Eight soil borings (B1 through B8) were advanced at the subject property using a direct push drill rig (Figure 2). Soil borings were advanced to a total depth of 5-feet bgs. Soil matrix boring logs are included as Appendix 2.

Soil samples were collected at 0.0-0.5-foot, 2.0-2.5-feet, and 5.0-5.5-feet bgs from each of the eight soil borings. The soil samples were collected in acetate sleeves and/or 8-ounce glass jars, which were properly labeled and stored in a cooler with ice for delivery to a state-accredited analytical laboratory under chain-of-custody documentation.

LEAD DUST SAMPLING

Three dust wipe samples were collected from the interior of the former shooting range structure to assess the presence of lead associated with the historic use of the building as a shooting range. Samples were collected from interior wall faces, approximately 3-feet above the interior floor (Figure 2). Dust wipe samples were stored in glass jars for delivery to a state-accredited analytical laboratory under chain-of-custody documentation.

LEAD BASED PAINT AND ASBESTOS SAMPLING

Stockton Environmental collected 10 paint chip samples at the subject property. The samples were collected, sealed in sampling containers, and delivered to an accredited laboratory for analysis. Additionally, 23 representative bulk samples were collected for asbestos analysis. Samples were collected from materials such as roofing materials, drywall joint compound, vinyl sheet flooring, sprayed acoustic ceiling material and exterior stucco. The samples were collected, sealed in sampling containers, and delivered to an accredited laboratory for analysis.

LABORATORY ANALYSIS

A total of 24 soil matrix samples and three dust wipe samples were sent to BC Laboratories, Inc., of Bakersfield, California. Shallow soil matrix samples (0.0-0.5-foot and 2.0-2.5-feet bgs) from all eight borings were analyzed for OCPs by EPA Method 8081A and 17CCR Total Metals by EPA Method 6010B/7471A. Soil samples collected at 0.0-0.5 feet and 2.0-2.5 feet from three borings in the vehicle parking area (B6, B7, and B8) were also analyzed for VOCs by EPA Method 8260B and TPH (carbon chain) by EPA Method 8015B. A total of 16 soil samples were analyzed. The 5.0-5.5 -foot samples from all eight borings were held pending results of the 0.0-0.5-foot and 2.0-2.5-foot samples; however, based on the laboratory analytical results from the shallow soil samples, none of the 5.0-5.5-foot soil samples were analyzed. The three dust wipe samples were analyzed for total lead by EPA Method 6010B.

Paint chip samples collected by SEI for the presence of LBP were analyzed for lead by AA/Flame in accordance with the EPA's Method 7420, and samples collected for the presence of ACBM were analyzed for asbestos by Polarized Light Microscopy (PLM). Samples were collected using EPA sampling procedures.

RESULTS

Based on the future intended use of the subject property and the depth to groundwater beneath the site (approximately 80 feet bgs), soil matrix analytical results were compared to the commercial/industrial Environmental Screening Levels (ESL) for shallow soil direct exposure to human health established by the San Francisco Bay Regional Water Quality Control Board (SFBRWQCB). ESLs provide conservative screening levels for over 100 chemicals.

Currently, there is no occupational exposure limit for lead contamination on surfaces. However, in a Federal compliance instruction for lead in the construction industry, OSHA has provided a level of acceptable lead loading (surface dust levels) for non-lead work areas (clean areas outside lead work areas, such as lunchrooms, etc.) of 200 $\mu g/ft^2$. While not a legally applicable threshold value, 200 $\mu g/ft^2$ is used as the suggested industry guideline for cleanliness in public spaces (OSHA, 1993).

SOIL MATRIX LABORATORY RESULTS

The analytical results of the soil matrix investigation are presented in Tables 1 through 3. Copies of the laboratory analytical reports are included in Appendix 3.

Concentrations of metals were detected in all 16 shallow soil samples analyzed. None of the concentrations of metals were reported above their respective ESL for commercial/industrial shallow soil with the exception of arsenic with concentrations ranging from 0.50J mg/kg to 1.4 mg/kg (where a "J" qualifier denotes an estimated value). Although these concentrations of arsenic exceeded the ESL for arsenic of 0.31 mg/kg, concentrations of arsenic were within the accepted background range (0.6 mg/kg–11 mg/kg) for trace and major elements in California soils, as published by the by Kearney Foundation (1996). Metals can be naturally occurring in soil and the analytical results indicated that the detected concentrations of metals in the soil samples were consistent with background values of metals in California soil.

Concentrations of chlordane, 4,4'-DDD, 4,4'-DDE, 4,4'-DDT, dieldrin, heptachlor, and heptachlor epoxide were reported in 13 of the 16 shallow soil samples analyzed for OCPs; however, only one concentration of chlordane reported at 9.8 mg/kg in B4 (0.5-foot) exceeded the ESL for chlordane of 2.2 mg/kg.

Concentrations of TPH (motor oil range) were reported in two of the six shallow soil matrix samples analyzed, at concentrations of 75 mg/kg (B8, 0.5-foot) and 550 mg/kg (B7, 0.5-foot). No VOCs were reported in the six soil matrix samples analyzed, with the exception of total xylenes and toluene, ranging in concentration from 0.0034J mg/kg to 0.0047J mg/kg, and 0.0048 mg/kg to 0.0084 mg/kg, respectively. None of the reported concentrations of TPH, total xylenes, or toluene exceeded their respective ESL. Based on the analytical results from the shallow soil samples, none of the 5.0-5.5-foot samples were analyzed.

DUST WIPE LABORATORY RESULTS

Concentrations in dust wipe samples N1, N2, and N3 were reported at 12,000 micrograms per square foot ($\mu g/ft^2$), 140 $\mu g/ft^2$, and 49 $\mu g/ft^2$, respectively. Although there is no occupational exposure limit for lead contamination on surfaces, dust wipe sample N1 exceeds OSHA's

suggested industry guideline for cleanliness in public spaces of 200 µg/ft². A summary of laboratory analytical data is presented in Table 4 and a copy of the laboratory analytical report is included in Appendix 3.

LBP AND ASBESTOS SURVEY RESULTS

Based on the findings of the LBP and ACBM survey conducted at the subject property by Stockton Environmental, Inc., none of the 23 bulk samples collected for asbestos analysis were identified to contain levels of asbestos at or above the regulatory thresholds for asbestos. Four of the 10 samples collected for LBP analysis were found to be below the CPSC level of less than 0.06% lead by weight. Six of the 10 samples collected for LBP analysis were reported to be below OSHA's definition of Lead Based Paint (0.5% by weight) but greater than the CPSC definition of "lead-free paint (less than 0.06% by weight). None of the samples analyzed exceeded the Environmental Protection Agency's EPA's definition of "Lead Based Paint" (0.5% by weight or greater). Additional details of the LBP and asbestos surveys performed for the subject property can be found in the Stockton Environmental, Inc. full report, included as Appendix 1.

CONCLUSIONS

It is Rincon's understanding that future use of the subject property is intended to be commercial/industrial. Based on the results of the soil assessment for the Phase II ESA and future intended use of the subject property as it has been presented to Rincon, no additional subsurface soil assessment is warranted. One sample (B4 at 0.5 fbg) had chlordane detected above the SFBRWQCB ESL for commercial land use. This ESL is for direct exposure to the soil. The chlordane is likely from the historic agricultural use of the subject property before it was developed with the current structures. The soil sample with the elevated concentration of chlordane was obtained from an area of exposed soil. If the area near this boring is to be a place where people are allowed to access, then we recommend that this soil having elevated chlordane be removed and disposed offsite.

Based on concentrations of lead reported to exceed 200 µg/ft² in one of the dust wipe samples collected from the interior walls of the former shooting range, it is recommended that the lead dust be removed from the interior of the building. Removal of lead dust should be conducted under the guidance of an Independent State Certified Consultant.

Additionally, based on the findings of the LBP and ACBM survey conducted at the subject property by Stockton Environmental, Inc., SEI recommends that renovation/demolition activities of this project be considered "lead related construction work" in accordance with OSHA CCR Title 17, division 1, chapter. 8, article 1. If suspect ACBM or painted surfaces not discussed in the attached report are discovered during future demolition/renovation operations, all general work activities which could impact the discovered painted surface should cease until confirmation sampling can be conducted

Should the future intended use of the subject property differ from what has been presented to Rincon, additional subsurface assessment to further characterize the extent of impact from

OCPs may be warranted. Should offsite disposal of soils become necessary, additional soil samples may be required.

LIMITATIONS

This report has been prepared for and is intended for the exclusive use of the City of Turlock. The contents of this report should not be relied upon by any other party without the written consent of Rincon Consultants, Inc.

Our conclusions regarding the subject property are based on the results of a limited sampling program. The results of this evaluation are qualified by the fact that only limited sampling and analysis was conducted during this assessment.

This scope was not intended to completely establish the quantities and distribution of contaminants present at the subject property or to determine the cost to remediate the subject property. The concentrations of contaminants measured at any given location may not be representative of conditions at other locations. Further, conditions may change at any particular location as a function of time in response to natural conditions, chemical reactions and other events. Conclusions regarding the condition of the subject property do not represent a warranty that all areas within the subject property are similar to those sampled.

REFERENCES

The following reference materials were used in preparation of this Phase II ESA:

Rincon Consultants, *Phase I Environmental Site Assessment,* November 15, 2016.

California Geologic Survey (CGS), *Geologic Atlas of California Map No. 009,1967.*

USGS *topographic map, 2012, Turlock Quadrangle.*

California Department of Water Resources (DWR), *California's Groundwater Bulletin 118*, 2003.

Regional Water Quality Control Board (RWQCB) online database (*GeoTracker*).

San Francisco Bay Regional Water Quality Control Board, *Environmental Screening Levels*, February, 2016.

University of California, *Kearney Foundation Background Concentrations of Trace and Major Elements in California Soils*, 1996.

Occupational Safety and Health Administration (OSHA), *OSHA Instruction CPL 2-2.58, 29 CFR 1926.62 Lead Exposure In Construction,* December 13, 1993.

Tables

Table 1
Soil Matrix Analytical Summary - Organochlorine Pesticides (OCPs) (8081A)
1040 Flower Street, Turlock, California
Results in milligrams/kilogram (mg/kg)
January 13, 2017

Soil Boring	Sampling Depth (feet bgs)	Chlordane	4,4'-DDD	4,4'-DDE	4,4'-DDT	Dieldrin	Heptachlor	Heptachlor Epoxide	Other OCPs
B1	0.5	0.018J	ND	0.00070J	0.00044J	ND	ND	ND	ND
	2.5	ND	ND	0.00028J	ND	ND	ND	ND	ND
B2	0.5	ND	ND	0.00038J	ND	ND	ND	ND	ND
	2.5	ND	ND	ND	ND	ND	ND	ND	ND
B3	0.5	ND	ND	0.00066J	ND	ND	ND	ND	ND
	2.5	ND	ND	ND	ND	ND	ND	ND	ND
B4	0.5	**9.8**	0.56	0.060	ND	ND	0.019	ND	ND
	2.5	1.0	0.0076	0.025	0.0062	ND	ND	0.064	ND
B5	0.5	0.28J	0.015	0.0050	0.0044	0.0021J	0.0017J	0.013	ND
	2.5	0.011J	ND	ND	ND	ND	ND	ND	ND
B6	0.5	0.40	0.010	0.0027J	0.0028J	0.0015J	0.0061	0.0061	ND
	2.5	0.018J	ND	0.00032J	ND	ND	ND	ND	ND
B7	0.5	ND	ND	0.0010J	ND	ND	ND	ND	ND
	2.5	ND	ND	ND	ND	ND	ND	ND	ND
B8	0.5	0.63	0.020	0.0073	0.0051	0.0022J	ND	0.015	ND
	2.5	ND	0.00040J	0.0011J	ND	ND	ND	ND	ND
Laboratory Reporting Limit		0.0043 - 0.045	0.00024 - 0.013	0.00024 - 0.0025	0.00022 - 0.0023	0.00020 - 0.00042	0.00016 - 0.0030	0.00022 - 0.0023	0.00010 - 0.0039
Commercial RWQCB ESL		*2.2*	*12*	*8.5*	*8.5*	*0.17*	*0.60*	*0.30*	*Varies*

Notes:
bgs = below ground surface
ND = not detected above the laboratory reporting limit
Bold = Exceedance of commercial ESL
J = flag indicating an estimated value
RWQCB ESL = San Francisco Bay Regional Water Quality Control Board Environmental Screening Level (ESL), February 2016 - for commercial/industrial use, shallow soil, direct exposure human health risk levels.

Table 2
Soil Matrix Analytical Summary - Total Metals (6010B/7471A)
1040 Flower Street, Turlock, California
Results in milligrams/kilogram (mg/kg)
January 13, 2017

Soil Boring	Sampling Depth (feet bgs)	Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
B1	0.5	ND	**1.2**	27	0.081J	ND	3.6	1.5J	4.1	2.3J	ND	ND	2.3	ND	0.069J	ND	16	12
	2.5	ND	ND	36	0.10J	ND	4.9	2.1J	3.5	1.6J	ND	ND	4.1	ND	0.082J	ND	17	15
B2	0.5	ND	**1.5**	29	0.087J	ND	3.8	1.7J	5.3	3.3	ND	ND	2.6	1.1	0.072J	ND	16	17
	2.5	ND	ND	34	0.083J	ND	4.1	1.8J	3.2	1.3J	ND	ND	3.1	ND	0.085J	ND	15	12
B3	0.5	ND	**1.2**	30	0.083J	ND	4.0	1.8J	6.0	4.6	ND	ND	2.3	ND	ND	ND	18	14
	2.5	ND	**0.78J**	37	0.092J	ND	4.2	1.9J	3.4	1.6J	ND	ND	3.1	ND	0.076J	ND	16	13
B4	0.5	ND	**1.4**	29	0.081J	ND	3.8	1.6J	4.4	3.0	ND	ND	2.3	ND	0.068J	ND	15	46
	2.5	ND	ND	33	0.081J	ND	3.9	1.7J	3.1	2.2J	ND	ND	2.6	ND	0.068J	ND	14	13
B5	0.5	ND	ND	33	0.093J	ND	4.3	1.8J	3.6	4.0	ND	ND	3.2	ND	ND	ND	16	16
	2.5	ND	**0.62J**	32	0.097J	ND	4.2	1.9J	3.4	1.5J	ND	ND	3.3	ND	ND	ND	15	13
B6	0.5	ND	**1.1**	33	0.091J	ND	6.1	2.0J	5.0	2.6	ND	ND	5.7	ND	0.095J	ND	18	15
	2.5	ND	**0.51J**	34	0.099J	ND	4.5	1.8J	3.5	1.4J	ND	ND	3.2	ND	ND	ND	17	14
B7	0.5	ND	**0.50J**	34	0.093J	ND	4.8	1.8J	3.5	1.7J	ND	ND	4.2	1.0	0.080J	ND	16	13
	2.5	ND	**0.60J**	33	0.12J	ND	5.3	2.1J	3.9	2.4J	ND	ND	4.2	ND	0.11J	ND	17	15
B8	0.5	ND	**0.86J**	32	0.090J	ND	4.8	1.7J	4.2	2.8	ND	ND	3.3	ND	ND	ND	17	14
	2.5	ND	ND	32	0.086J	ND	4.4	1.7J	3.5	1.6J	ND	ND	3.1	ND	0.080J	ND	16	13
Laboratory Reporting Limit		0.33	0.40	0.18	0.047	0.052	0.050	0.098	0.050	0.28	0.041	0.050	0.15	0.98	0.067	0.64	0.11	0.087
Background Concentration		*0.15 - 1.95*	*0.6 - 11*	*133 - 1,400*	*0.25 - 2.70*	*0.05 - 1.70*	*23 - 1,579*	*2.7 - 46.9*	*9.1 - 96.4*	*12.4 - 97.1*	*0.05 - 0.90*	*0.1 - 9.6*	*9.0 - 509*	*0.015 - 0.430*	*0.10 - 8.3*	*0.17- 1.1*	*39 - 288*	*88 - 236*
Commercial RWQCB ESL		*470*	*0.31*	*220,000*	*2,200*	*580*	*NE*	*350*	*47,000*	*320*	*190*	*5,800*	*11,000*	*5,800*	*5,800*	*12.00*	*5,800*	*350,000*

Notes:
bgs = below ground surface
ND = not detected above the laboratory reporting limit
J = flag indicating an estimated value
Bold = Exceedance of ESL; however, reported value is within the accepted background concentration range.
Background Concentration = Kearney, *Background Concentrations of Trace and Major Elements in California Soils,* University of California, 1996
RWQCB ESL = San Francisco Bay Regional Water Quality Control Board Environmental Screening Level (ESL), February 2016 - for commercial/Industrial shallow soil, direct exposure human health risk levels .

Table 3

Soil Matrix Analytical Summary - Total Petroleum Hydrocarbons (TPH) (8015B) and
Volatile Organic Compounds (VOCs) (8260B)
1040 Flower Street, Turlock, California
Results in milligrams/kilogram (mg/kg)
January 13, 2017

Soil Boring	Sampling Depth (feet bgs)	TPH - Gasoline	TPH - Diesel	TPH - Motor Oil	Toluene	Total Xylenes	p- and m- Xylenes	o- Xylenes	Other VOCs
B6	0.5	ND	ND	ND	0.0077	0.0034J	0.0023J	ND	ND
	2.5	ND	ND	ND	ND	ND	ND	ND	ND
B7	0.5	ND	ND	550	0.0048	ND	ND	ND	ND
	2.5	ND	ND	ND	ND	ND	ND	ND	ND
B8	0.5	ND	ND	75	0.0084	0.0047J	0.0033J	0.0014J	ND
	2.5	ND	ND	ND	ND	ND	ND	ND	ND
Laboratory Reporting Limit		5.0 - 100	1.2 - 24	6.5 - 130	0.00091 - 0.0012	0.0026 - 0.0034	0.0017 - 0.0022	0.00091 - 0.0012	Varies
Commercial RWQCB ESL		*3,900*	*1,100*	*140,000*	*4,600*	*2,400*	-	-	*Varies*

Notes:

bgs = below ground surface

ND = not detected above the laboratory reporting limit

J = flag indicating an estimated value

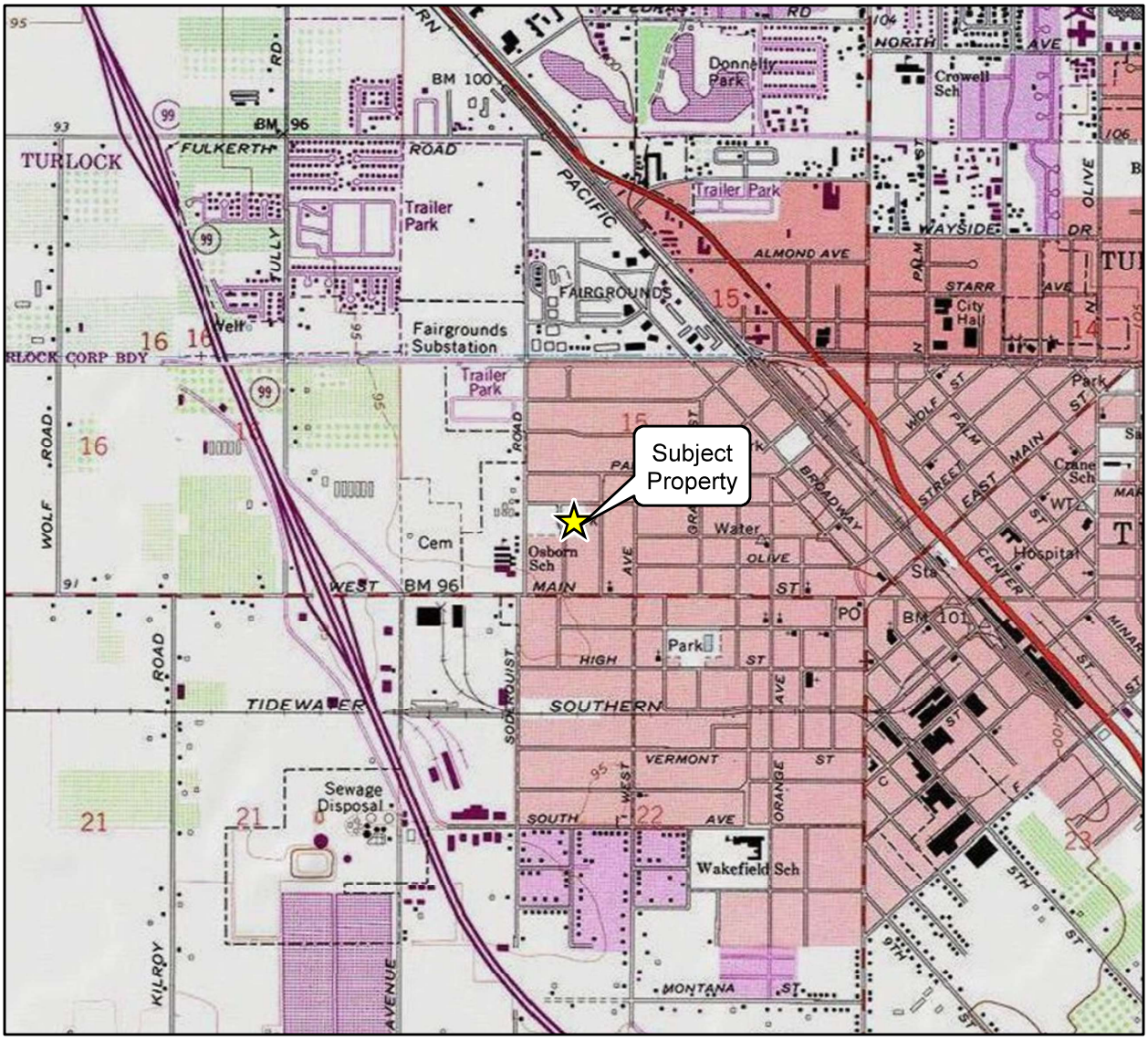
RWQCB ESL = San Francisco Bay Regional Water Quality Control Board Environmental Screening Level (ESL), February 2016 - for commercial/industrial shallow soil, direct exposure human health risk levels.

Table 4
Dust Wipe Analytical Summary - Lead (6010B)
1040 Flower Street, Turlock, California
January 13, 2017

Wipe Sample	Lead ($\mu g/ft^2$)
N1	12,000
N2	140
N3	49
Laboratory Reporting Limit	0.28 - 1.4
OSHA Suggested Threshold	*200*

Notes:
$\mu g/ft^2$ = micrograms per square foot
OSHA Suggested Threshold= Occupational Safety and Health Administration suggested level of acceptable lead loading (surface dust levels) for non-lead work areas. Suggested guideline only; not a legal limit.

Figures



Imagery provided by National Geographic Society, ESRI and its licensors © 2016. The topographic representation depicted in this map may not portray all of the features currently found in the vicinity today and/or features depicted in this map may have changed since the original topographic map was assembled.

0 1,000 2,000
Scale in Feet

N

Vicinity Map

Figure 1

Imagery provided by Google and its licensors © 2016.

Sample Location Map

Figure 2

Appendix 1

Lead Based Paint and Asbestos Containing Building Materials Report

STOCKTON ENVIRONMENTAL, INC.

ASBESTOS AND LEAD BASED PAINT SAMPLING REPORT

CONDUCTED AT:

1040 Flower St.
Turlock, CA 95380

"National Guard Building"

PREPARED FOR:

Rincon Consultants, Inc
180 N. Ashwood Ave.
Ventura, CA 93003

C/o Savanna Vrevich

PREPARED BY:

Stockton Environmental, Inc.
Report No. 005.17asb/pb
01/20/17

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EXECUTIVE SUMMARY

Introduction:

On January 13, 2017, **Stockton Environmental Inc. (SEI)** performed an inspection for Asbestos-Containing Materials (ACM) and Lead Based Paint (LBP). Mr. Dwayne G. McAllister, certificate number 92-0213, conducted asbestos consulting services for SEI. Mr. Gabriel Munoz conducted lead sample collection services for SEI, a California Department of Public Health (CDPH) accredited Sampling Technician CDPH # 27626 under the direction of Mr. Randolph Brooke, a Public Health (CDPH) accredited Inspector, CDPH #24418.

Scope of Services:

SEI's inspections were conducted to identify the presence of any Regulated Asbestos Containing Materials (RACM) (within the specified scope) in accordance with the Federal Environmental Protection Agency Regulation 40 CFR Part 763.85 and the San Joaquin Valley Air Pollution Control District (SJVAPCD) Asbestos Notification and Inspection Requirements.

The Lead Based Paint inspection was conducted to identify the presence of lead for compliance with the Occupational Safety and Health Administration's (OSHA) and the Environmental Protection Agencies (EPA) regulatory requirements pertaining to worker protection and waste disposal.

Note; this inspection was limited to specific locations and materials discussed in this report.

Regulatory Limits:

Asbestos

- Federal regulations define "Asbestos Containing Material (ACM)" as containing 1.0% or greater of asbestos by weight.

- California OSHA defines "Asbestos Containing Construction Material (ACCM)" as 0.1% or greater asbestos by weight.

- California Business & Professions Code Division 3, Chapter 9. Contractors, Article 4. Classifications 7058.5. (a) - No contractor shall engage in asbestos-related work, as defined in Section 6501.8 of the Labor Code, which involves 100 square feet or more of surface area of asbestos containing materials, unless the qualifier for the license passes an asbestos certification examination.

Local Air Quality District define asbestos as

- RACM – Regulated Asbestos Containing Material means (a) friable ACM, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be subjected to sanding, grinding, cutting or, abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

- Category I non-friable asbestos-containing material (ACM) means asbestos-containing packings, gaskets, resilient floor cover, and asphalt roofing products containing more than 1 percent asbestos.

- Category II non-friable ACM means any material excluding Category I non-friable ACM containing more than 1 percent asbestos.

Written notification to the District is required for the following:

1. Any regulated demolition, whether or not asbestos is present.

2. Any regulated renovation in which the following will be disturbed:
   - **160** square feet or more of regulated asbestos-containing materials or,
   - **260** linear feet or more of regulated asbestos-containing pipe insulation

Lead

- Federal regulations define "Lead Based Paint (LBP)" as containing 0.5% or greater of lead by weight.

- Compliance with the OSHA Lead in Construction Standard, 29CFR 1926.62 is required if any lead is present in the sample (Lead Containing Paint 0.5% or less of lead by weight).

- The Consumer Product Safety Commission (CPSC) defines "lead-free paint as less than 0.06%.

Site Description:

The site is comprised of the accessible interior/exterior materials associated with the National Guard Building located at 1040 Flower St. Turlock, CA. *Note; the roof system was not tested during this inspection.*

Summary of Findings

Asbestos

SEI's inspection of the subject site collected **Twenty-Three (23)** bulk samples for analysis. During analysis, the laboratory identified **Twenty-Six (26)** materials for reporting. The following summarizes the sample(s) found to be at or above the regulatory limits discussed above.

Suspect Asbestos Material Specific Location(s)	Asbestos Content Friable/Non-Friable	EPA/AQMD Category
None	Not Applicable	Not Applicable

Lead

SEI's inspection of the subject site collected **Ten (10)** paint chip samples for analysis.

The following sample(s) collected were reported **at or above** the EPA's definition of "**Lead Based Paint" (0.5% or greater):**

Sample ID	Paint Color / Area / Sample Location	Lead % by weight
NA	NA	NA

The following samples collected were reported to be **below** the OSHA's definition of **Lead Based Paint (0.5%) but greater than the Consumer Product Safety Commission (CPSC) definition of "lead-free paint (less than 0.06%):**

Sample ID	Paint Color / Area / Sample Location	Lead % by weight
0113.L1	Brown Paint-1x1-CMU Training Room	0.275
0113.L2	Blue Paint-1x1-Metal Door Frame Training Room Door	0.235
0113.L3	White Paint-1x1-CMU Hallway-Wall	0.0781
0113.L4	Beige paint-1x1-Sheetrock Bravo Room-Wall	0.111
0113.L5	Tan Paint-1x1-Concrete Exterior wall	0.0755
0113.L8	White Paint-1x1 Men's Bathroom	0.105

The following samples were found to be **below** the Consumer Product Safety Commissions level of less than 0.06%.

Sample No.	Suspect Lead Material Specific Location	Lead Concentration Percent by Weight
0113.L6	Ceramic Tile-Light blue Men's Bathroom	0.0427
0113.L7	Ceramic Tile-Black/Multi-color Men's Bathroom	<0.00233
0113.L9	Top foil layer Roofing	0.0144
0113.L10	White paint-1x1-Metal Exterior Downspout	0.0501

SURVEY METHODOLOGY

Sample Collection:

An initial walk through of the subject site was conducted to identify homogeneous suspect asbestos materials and their respective locations. This information was then used to develop a sample collection strategy. Samples were collected with an appropriate sampling tool.

Each suspect sample was sealed in its own container and labeled with a unique identification number. Sampling tools were individually cleaned before and after each sample was collected to avoid sample cross contamination. Decontamination was accomplished using single use, pre-moistened cloths.

Samples were recorded on **SEI's** in-house chain-of-custody form. This form accompanied the samples to Triangle Environmental Services Center, Inc. (TESC). TESC is located in Midlothian Virginia.

Sample Analysis:

Asbestos - Suspect asbestos samples were subjected to analysis by polarized light microscopy (PLM). Bulk sample analysis was conducted in accordance with the EPA's "Test Method for the Determination of Asbestos in Bulk Building Materials, EPA/600/R-93/116, 1993.

Lead - Suspect samples were subjected to analysis by AA/Flame. Sample analysis was conducted in accordance with the EPA's Method 7420.

LABORATORY RESULTS

The table provides each of the materials, sample identification number, description/ and corresponding laboratory result.

Asbestos

Sample No.	Suspect Asbestos Material Specific Location	Asbestos Content Percent by Weight
0113.01	Blue Floor Tile-12x12 Entryway	None Detected
0113.02	Mastic for sample #01 Entryway	None Detected
0113.03	Base Cove Hallway	None Detected
0113.04	Mastic for sample # 03	None Detected
0113.05	Sheetrock Mud/Tape- Textured Commanders Office-5B	None Detected

Sample No.	Suspect Asbestos Material Specific Location	Asbestos Content Percent by Weight
0113.06	Sheetrock Mud/Tape- Textured Commanders Office-5A	None Detected
0113.07	Sheetrock Mud/Tape- Textured Commanders Office-5A	None Detected
0113.08	Ceiling Tile-Pinhole Hallway-Adj Room 17	None Detected
0113.09	Ceiling Tile- Pinhole Hallway-Adj Room 17	None Detected
0113.10	Mastic for sample #08 Hallway-Adj Room 17	None Detected
0113.11	Mastic for sample #09 Hallway-Adj Room 17	None Detected
0113.12	Stucco- Ceiling Hallway-Adj Room 17	None Detected
0113.13	Stucco- Ceiling Hallway-Adj Room 17	None Detected
0113.14	Stucco- Ceiling Hallway-Adj Room 17	None Detected
0113.15	Ext- Concrete-Wall Rear Parking Lot	None Detected
0113.16	Concrete Foundation Rear Parking Lot	None Detected
0113.17	Asphalt Rear Parking Lot	None Detected
0113.18	Ext-Stucco Rear parking Lot	None Detected
0113.19	Ext-Stucco Rear Parking Lot	None Detected
0113.20	Top Foil Layer Roof	None Detected
0113.21	Penetration Mastic Roof	None Detected
0113.22	Floor Tile -Blue-12x12 Women's – Restroom	None Detected
0113.23	Mastic for sample # 22 Women's - Restroom	None Detected

Lead

Sample No.	Suspect Lead Material Specific Location	Lead Concentration Percent by Weight
0113.L1	Brown Paint-1x1-CMU Training Room	0.275

Sample No.	Suspect Lead Material Specific Location	Lead Concentration Percent by Weight
0113.L2	Blue Paint-1x1-Metal Door Frame Training Room Door	0.235
0113.L3	White Paint-1x1-CMU Hallway-Wall	0.0781
0113.L4	Beige paint-1x1-Sheetrock Bravo Room-Wall	0.111
0113.L5	Tan Paint-1x1-Concrete Exterior wall	0.0755
0113.L6	Ceramic Tile-Light blue Men's Bathroom	0.0427
0113.L7	Ceramic Tile-Black/Multi-color Men's Bathroom	<0.00233
0113.L8	White Paint-1x1 Men's Bathroom	0.105
0113.L9	Top foil layer Roofing	0.0144
0113.L10	White paint-1x1-Metal Exterior Downspout	0.0501

RECOMMENDATIONS

Asbestos

SEI recommends:

If suspect materials (not discussed in this report) are discovered during future demolition/renovation operations, all general work activities which could impact the discovered suspect ACM should cease until confirmation sampling can be conducted.

Lead

SEI recommends that you consider the renovation/demolition activities of this project as **"lead related construction work"** in accordance with CCR Title 17, division 1, chapter. 8, article 1.

- All construction work where an employee may be occupationally exposed to lead containing paint, including renovation and/or demolition, must comply with the OSHA Regulation 29 CRF 1926.62 and Cal-OSHA Title 8, CCR 1523.1

- If suspect painted surfaces, not discussed in this report are discovered during future demolition/renovation operations, all general work activities which could impact the discovered painted surface should cease until confirmation sampling can be conducted.

EXCLUSIONS AND REPORT LIMITATIONS

The information contained in this report is limited to those areas and suspect materials found to be visually accessible through reasonable means.

Thank you for using **Stockton Environmental Inc.** please feel free to contact me with any questions regarding this report at (209) 451.3017.

Sincerely
Randolph L Brooke
Randolph L. Brooke
Cal-OSHA Certified Asbestos Consultant
Certification # 05-3746
CDPH Certified Lead Inspector/Assessor
Certification # 24418

Appendix A

Sample Collection
Location Diagram

Locations are approximate

Appendix B

Asbestos
Laboratory Reports

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112
804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Stockton Environmental
319 E Banbury Dr.
Stockton, CA 95702

TESC LOGIN #: 170116AA

DATE OF RECEIPT: 01/16/2017
DATE OF ANALYSIS: 01/16/2017
DATE OF REPORT: 01/16/2017

CLIENT JOB/ #: **005.17**

JOB SITE:

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
1	0113.01 / Blue tile	**NAD**		100%
2	0113.02 / Yellow adhesive	**NAD**		100%
3	0113.03 / Gray rubber	**NAD**		100%
4	0113.04 / Yellow adhesive	**NAD**		100%
5A	0113.05 - Sheetrock / White powder, brown fibers	**NAD**	5% Cellulose	95%
5B	0113.05 - Mud / White powder	**NAD**		100%
6A	0113.06 - Sheetrock / White powder, brown fibers	**NAD**	5% Cellulose	95%
6B	0113.06 - Mud / White powder	**NAD**		100%
7A	0113.07 - Sheetrock / White powder, brown fibers	**NAD**	5% Cellulose	95%
7B	0113.07 - Mud / White powder	**NAD**		100%

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600/M4-82-020, Dec. 1982 and "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, July 1993. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report shall not be reproduced, except in full written approval of Triangle Environmental Service Center, Inc. This report must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[**LEGEND** NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:

Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112
804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Stockton Environmental
319 E Banbury Dr.
Stockton, CA 95702

TESC LOGIN #: 170116AA

DATE OF RECEIPT: 01/16/2017
DATE OF ANALYSIS: 01/16/2017
DATE OF REPORT: 01/16/2017

CLIENT JOB/ #: **005.17**

JOB SITE:

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
8	0113.08 / Brown fibers	**NAD**	98% Cellulose	2%
9	0113.09 / Brown fibers	**NAD**	98% Cellulose	2%
10	0113.10 / Brown adhesive	**NAD**		100%
11	0113.11 / Brown adhesive	**NAD**		100%
12	0113.12 / Gray granular	**NAD**		100%
13	0113.13 / Gray granular	**NAD**		100%
14	0113.14 / Gray granular	**NAD**		100%
15	0113.15 / Gray granular	**NAD**		100%
16	0113.16 / Gray granular	**NAD**		100%
17	0113.17 / Black granular	**NAD**		100%

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600/M4-82-020, Dec. 1982 and "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, July 1993. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report shall not be reproduced, except in full written approval of Triangle Environmental Service Center, Inc. This report must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[**LEGEND** NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:

Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112
804-739-1751 • fax: 804-739-1753

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Stockton Environmental
319 E Banbury Dr.
Stockton, CA 95702

TESC LOGIN #: 170116AA

DATE OF RECEIPT: 01/16/2017
DATE OF ANALYSIS: 01/16/2017
DATE OF REPORT: 01/16/2017

CLIENT JOB/ #: **005.17**

JOB SITE:

ANALYST: B. Trimmer

TESC SAMPLE #	CLIENT SAMPLE ID & GROSS DESCRIPTION	ESTIMATED % ASBESTOS	NON ASBESTOS % FIBERS	NON FIBROUS % MATERIALS
18	0113.18 / Gray granular	**NAD**		100%
19	0113.19 / Gray granular	**NAD**		100%
20	0113.20 / Foil, black adhesive	**NAD**	5% Cellulose	95%
21	0113.21 / Black tar, silver paint	**NAD**	5% Cellulose	95%
22	0113.22 / Blue vinyl	**NAD**		100%
23	0113.23 / Yellow adhesive	**NAD**		100%

Total Samples/Layers Analyzed: 26

Samples are analyzed in accordance with "Interim Method for the Determination of Asbestos in Bulk Insulation Samples", EPA 600/M4-82-020, Dec. 1982 and "Method for the Determination of Asbestos in Bulk Building Materials", EPA 600/R-93/116, July 1993. None Detected: not detected at/or below the detected limit of method (Reporting limit: 1% Asbestos). Glass fiber is analyzed for quality control blank. TESC recommends by point count or Transmission Electron Microscopy (TEM), for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by Polarized Light Microscopy (PLM). Both services are available for an additional fee. This report shall not be reproduced, except in full written approval of Triangle Environmental Service Center, Inc. This report must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. This test report relates only to the item(s) tested.

NVLAP Lab Code: 200794-0

[**LEGEND** NAD=No Asbestos Detected, Lino.=Linoleum, JC=Joint Compound]

Reviewed By Authorized Signatory:

Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

170116AA

STOCKTON ENVIRONMENTAL, INC.

BULK SAMPLING / CHAIN OF CUSTODY FORM

Pg. 1 of ____

Project Name: Asbestos Survey

Project #: 005.17 **Collection Date:** 01/13/17

Specific Location: 1540 Flower st

Matrix: Bulk / Wipe / Paint / Water / Soil **Technician:** DGM **Laboratory:** TESC

Method of Analysis:
- ✓ PLM - norm. / pt.count
- ____ TEM - qual. / quant.
- ____ AA/Flame
- ____ NON-Viable Spore

Turn Around:
- ____ RUSH < 2 HR
- ____ < 12 HR
- X 24 HR
- ____ DAY

Stop analysis if any sample within group >1% Y/N >1/10% Y/N Composite Sheetrock Y/N

H#	Sample # Date	Sample # Count	Material Description /// Location Type (floor tile, ceiling tile) / General (9x9, 12x12, 2x4) / Specific Color / Pinhole, streaked / /// General (1st fl), Rm. Id (rm. 12), Specific (wall)	
01	0113	.01	Blue fl tile 12x12	
02		.02	~~Brown~~ Mastic for sample	4 Hall
03		.03	~~Vinyl~~ Base cove	
04		.04	Mastic for sample	
05		.05	Sheetrock mud / tape - textured - Commander -	SB
06		.06	Sheetrock mud / tape - textured - recruiters	SB
07		.07	Sheetrock mud / tape - textured -	
08		.08	Ceiling tile - 1x1 - pinhole	
08		.09	Ceiling tile - 1x1 - pinhole	
09		.10	Mastic for sample #1	
09		.11	Mastic for sample #1	
10		.12	Stucco - Ceiling	

Relinquished by: ____ **Date/time:** 1/13/17 **Received by:** [signature] **Date/time:** 1.16.17 9:45 AM

Relinquished by: ____ **Date/time:** ____ **Received by:** ____ **Date/time:** ____

319 East Banbury dr., Stockton Ca 95207 / Tel (209)451-3017
www.stocktonenvironmentalinc.com

170116AA

STOCKTON ENVIRONMENTAL, INC.

BULK SAMPLING / CHAIN OF CUSTODY FORM

Project #: 005.17 **Collection Date:** 01/13/17

Sample #		Material Description /// Location
H #	Date Count	Type (floor tile, ceiling tile) / **General** (9x9, 12x12, 2x4) / **Specific Color** / Pinhole, streaked / /// **General** (1st fl), **Rm. Id** (rm. 12), **Specific** (wall)
10	013 . 13	Stucco - ceilings / ///
10	. 14	Stucco - ceilings / ///
11	. 15	Ext Concrete wall / ///
12	. 16	Concrete Foundation / ///
13	. 17	Asphalt / / ///
14	. 18	Ext Stucco / ///
14	. 19	Ext Stucco / ///
15	. 20	top fill layer / ///
16	. 21	Penetrations mastic / ///
01	. 22	Floor tile / Black / 12x12 / numbers RR ///
02	. 23	mastic for sample / ///
	. ~~24~~	~~Exterior Stucco wall~~ / ///
	. ~~25~~	~~mastic for ceiling tiles~~ / ///
	.	/ / ///
	.	/ / ///
	.	/ / ///
	.	/ / ///

Relinquished by: [illegible] **Date/time:** 1/13/17 **Received by:** C. [illegible] **Date/time:** 1.16.17 9:45 am

Relinquished by: _____ **Date/time:** _____ **Received by:** _____ **Date/time:** _____

319 East Banbury dr., Stockton Ca 95207 / Tel (209)451-3017

Lead
Laboratory Reports

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112 • 804-739-1751 • fax: 804-739-1753

LEAD IN PAINT SAMPLE ANALYSIS SUMMARY

(EPA METHOD 7420)

CLIENT: Stockton Environmental
319 E Banbury Dr.
Stockton, CA 95702

TESC LOGIN #: 170116AD

DATE OF RECEIPT: 1/16/2017
DATE OF ANALYSIS: 1/16/2017
DATE OF REPORT: 1/17/2017

CLIENT JOB #: **005.17**

JOBSITE:

ANALYST: ESB

TESC SAMPLE #	CLIENT SAMPLE #	SAMPLE WEIGHT (mg)	TOTAL LEAD (ug)	LEAD CONCENTRATION (% by Weight)	LEAD CONCENTRATION PPM
1	0113.01 Sample weight below method guidelines	187	514	0.275	2750
2	0113.02 Sample weight below method guidelines.	135	317	0.235	2350
3	0113.03	272	212	0.0781	781
4	0113.04 Sample contains substrate which may affect the calculation of weight percent and mg/kg.	304	338	0.111	1110
5	0113.05	340	257	0.0755	755
6	0113.06	502	214	0.0427	427
7	0113.07	430	<10.0	<0.00233	<23.3
8	0113.08	334	352	0.105	1050
9	0113.09	268	38.6	0.0144	144

Reviewed By Authorized Signatory:

Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the customer. Sample information was provided by the customer. This report must not be reproduced, except in full,without the written consent of Triangle Environmental Service Center, Inc. The test report related only to the item(s) tested. This analysis was performed by an AHIA accredited laboratory. AIHA/ELLAP ID: 100527, NYELAP/NELAC ID: 11413.
Minimum Reporting Limit: 20 ug. Lead Based Paint contains 0.5% lead by weight per Federal statute. The OSHA Lead in Construction Standard, 29 CFR 1926.62, is invoked if any lead is present in the sample. Lead-free paint is defined as <0.06% by weight (CPSC).
[LEGEND: mg= milligram, ug= microgram, ppm= parts per million]

TRIANGLE ENVIRONMENTAL SERVICE CENTER, INC.

13509 East Boundary Road, Suite B, Midlothian, VA 23112 • 804-739-1751 • fax: 804-739-1753

LEAD IN PAINT SAMPLE ANALYSIS SUMMARY

(EPA METHOD 7420)

CLIENT: Stockton Environmental
319 E Banbury Dr.
Stockton, CA 95702

TESC LOGIN #: 170116AD

DATE OF RECEIPT: 1/16/2017
DATE OF ANALYSIS: 1/16/2017
DATE OF REPORT: 1/17/2017

CLIENT JOB #: **005.17**

JOBSITE:

ANALYST: ESB

TESC SAMPLE #	CLIENT SAMPLE #	SAMPLE WEIGHT (mg)	TOTAL LEAD (ug)	LEAD CONCENTRATION (% by Weight)	LEAD CONCENTRATION PPM
10	0113.10	202	101	0.0501	501

Total Sample(s) Analyzed: 10

Reviewed By Authorized Signatory:

Feng Jiang, MS Senior Geologist, Laboratory Director
Yuedong Fang, Senior Geologist

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the customer. Sample information was provided by the customer. This report must not be reproduced, except in full,without the written consent of Triangle Environmental Service Center, Inc. The test report related only to the item(s) tested. This analysis was performed by an AHIA accredited laboratory. AIHA/ELLAP ID: 100527, NYELAP/NELAC ID: 11413.
Minimum Reporting Limit: 20 ug. Lead Based Paint contains 0.5% lead by weight per Federal statute. The OSHA Lead in Construction Standard, 29 CFR 1926.62, is invoked if any lead is present in the sample. Lead-free paint is defined as <0.06% by weight (CPSC).
[LEGEND: mg= milligram, ug= microgram, ppm= parts per million]

170116AD

STOCKTON ENVIRONMENTAL, INC.

BULK SAMPLING / CHAIN OF CUSTODY FORM

Pg. 1 of 1

Project Name: Lead Inspection

Project #: 005.17 **Collection Date:** 01-13-17

Specific Location: 1040 Flower st.

Matrix: Bulk / Wipe / Paint / Water / Soil **Technician:** GH **Laboratory:** TESC

Method of Analysis:
- ___ PLM - norm. / pt.count
- ___ TEM - qual. / quant.
- X AA/Flame
- ___ NON-Viable Spore

Turn Around:
- ___ RUSH < 2 HR
- ___ < 12 HR
- X 24 HR
- ___ DAY

Stop analysis if any sample within group >1% Y / N ≥1/10% Y / N Composite Sheetrock Y/ N

Sample # H #	Date Count	Material Description /// Location Type (floor tile, ceiling tile) / General (9x9, 12x12, 2x4) / Specific Color / Pinhole, streaked / /// General (1st fl), Rm. 1d (rm. 12), Specific (wall)
	0113. 01	Brown paint - 1 x 1 - CMU - Wall
	.02	Blue paint - 1 x 1 - Metal - Door frame
	.03	White paint - 1 x 1 - CMU - wall
	.04	Beige paint - 1x1 - Sheetrock - wall
	.05	Tan paint - 1x1 - Concrete - exterior wall
	.06	Ceramic tile.
	.07	Ceramic tile
	.08	White paint - 1x1 - - Bathroom wall
	.09	Tar Felt
	.10	White paint - 1x1 - metal down spout.
	.	
	.	

Relinquished by: Harry Herald **Date/time:** 01-13-17 **Received by:** C. [illegible] **Date/time:** 1-16-17 9:45 am

Relinquished by: ___ **Date/time:** ___ **Received by:** ___ **Date/time:** ___

319 East Banbury dr., Stockton Ca 95207 / Tel (209)451-3017
www.stocktonenvironmentalinc.com

Appendix C

f California

Constructio
Certificate

Gabriel B.

Randolph L. Br

National Voluntary
Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Triangle Environmental Service Center, Inc.
13509 East Boundary Road, Suite B
Midlothian, VA 23112
Mr. Feng Jiang
Phone: 804-739-1751 Fax: 804-739-1753
Email: info@tesclab.com
http://www.tesclab.com

ASBESTOS FIBER ANALYSIS — NVLAP LAB CODE 200794-0

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

For the National Voluntary Laboratory Accreditation Program

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200794-0

Triangle Environmental Service Center, Inc.

Midlothian, VA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2016-04-01 through 2017-03-31

Effective Dates

DEPARTMENT OF COMMERCE · UNITED STATES OF AMERICA

For the National Voluntary Laboratory Accreditation Program

CALIFORNIA
Water Boards
STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

CALIFORNIA STATE

ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL ACCREDITATION

Is hereby granted to

Triangle Environmental Service Center

13509 E. Boundary Road, Suite B

Richmond, VA 23112

Scope of the certificate is limited to the
"Fields of Testing"
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection, proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **2995**

Expiration Date: **7/31/2018**

Effective Date: **8/1/2016**

Sacramento, California
subject to forfeiture or revocation

Christine Sotelo, Chief
Environmental Laboratory Accreditation Program

Appendix 2

Boring Logs

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

LOG OF BORING B1

US Army National Guard Site
1040 Flower Street
Turlock, CA
Project 16-03292

Date Completed	: January 13, 2017
Method	: Geoprobe
Drilled By	: Rincon Consultants
Logged By	: Kyle Brudvik
Location	: Northwest corner of building

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SAND, 10% Silt, 90% Sand, light brown, slightly moist, coarse grained sand, loose, no odor.	
2		SP		SAND, 10% Silt, 90% Sand, light brown, slightly moist, coarse grained sand, loose, no odor.	
4		SC		CLAYEY SAND, 30% Clay, 70% Sand, light brown, wet, slightly plastic, fine to medium grained sand, firm, no odor.	

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

LOG OF BORING B2

US Army National Guard Site
1040 Flower Street
Turlock, CA
Project 16-03292

Date Completed : January 13, 2017
Method : Geoprobe
Drilled By : Rincon Consultants
Logged By : Kyle Brudvik
Location : Northeast portion of site at base of tree

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SAND, 10% Silt, 90% Sand, light brown, slightly moist, medium grained sand, loose, no odor.	
2		SP		SAND, 20% Silt, 80% Sand, light brown, slightly moist, coarse grained sand, loose, no odor.	
4					

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

LOG OF BORING B3

US Army National Guard Site
1040 Flower Street
Turlock, CA
Project 16-03292

Date Completed	: January 13, 2017
Method	: Geoprobe
Drilled By	: Rincon Consultants
Logged By	: Kyle Brudvik
Location	: North of shooting range

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0		SP		SAND, 10% Silt, 90% Sand, light brown, slightly moist, coarse grained sand, very loose, no odor.	
2				SAND, 20% Silt, 80% Sand, light brown, slightly moist, coarse grained sand, loose, no odor.	
4					

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

LOG OF BORING B4

US Army National Guard Site
1040 Flower Street
Turlock, CA
Project 16-03292

Date Completed	: January 13, 2017
Method	: Geoprobe
Drilled By	: Rincon Consultants
Logged By	: Kyle Brudvik
Location	: East of shooting range

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SAND, 10% Silt, 90% Sand, light brown, slightly moist, coarse grained sand, very loose, no odor.	
2		SP		SAND, 10% Silt, 90% Sand, tan, slightly moist, coarse grained sand, loose, no odor.	
4				Light brown	

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

LOG OF BORING B5

US Army National Guard Site
1040 Flower Street
Turlock, CA
Project 16-03292

Date Completed	: January 13, 2017
Method	: Geoprobe
Drilled By	: Rincon Consultants
Logged By	: Kyle Brudvik
Location	: Southwest corner of site

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SAND, 10% Silt, 90% Sand, tan, slightly moist, medium grained sand, loose, no odor.	
2		SP		SAND, 10% Silt, 90% Sand, tan, slightly moist, coarse grained sand, loose, no odor.	
4					

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

LOG OF BORING B6

US Army National Guard Site
1040 Flower Street
Turlock, CA
Project 16-03292

Date Completed	: January 13, 2017
Method	: Geoprobe
Drilled By	: Rincon Consultants
Logged By	: Kyle Brudvik
Location	: Vehicle fleet parking area

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SAND, 10% Silt, 90% Sand, light brown, slightly moist, medium grained sand, loose, no odor.	
2		SP		SAND, 10% Silt, 90% Sand, tan, slightly moist, coarse grained sand, loose, no odor.	
4				Medium grained sand	

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

LOG OF BORING B7

US Army National Guard Site
1040 Flower Street
Turlock, CA
Project 16-03292

Date Completed	: January 13, 2017
Method	: Geoprobe
Drilled By	: Rincon Consultants
Logged By	: Kyle Brudvik
Location	: Southern portion of vehicle fleet parking area

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SAND, 10% Silt, 90% Sand, light brown, slightly moist, medium grained sand, loose, no odor.	
2		SP		SAND, 10% Silt, 90% Sand, light brown, slightly moist, coarse grained sand, loose, no odor.	
4				Medium grained sand	

Rincon Consultants, Inc.
Environmental Scientists Planners Engineers
www.rinconconsultants.com

LOG OF BORING B8

US Army National Guard Site
1040 Flower Street
Turlock, CA
Project 16-03292

Date Completed	: January 13, 2017
Method	: Geoprobe
Drilled By	: Rincon Consultants
Logged By	: Kyle Brudvik
Location	: Eastern portion of vehicle fleet parking area

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SAND, 10% Silt, 90% Sand, light brown, slightly moist, medium grained sand, loose, no odor.	
2		SP		SAND, 10% Silt, 90% Sand, light brown, slightly moist, coarse grained sand, loose, no odor.	
4					

Appendix 3

Laboratory Analytical Results

Date of Report: 01/23/2017

Ariel Namm

Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Client Project:	16-3292
BCL Project:	1040 Flower St.
BCL Work Order:	1701376
Invoice ID:	B257623

Enclosed are the results of analyses for samples received by the laboratory on 1/13/2017. If you have any questions concerning this report, please feel free to contact me.

Sincerely,

Molly Meyers

Contact Person: Molly Meyers
Client Service Rep

Authorized Signature

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1701376-02 - B1-2.5
Organochlorine Pesticides (EPA Method 8081A)..... 16
Total Concentrations (TTLC)..... 17

1701376-04 - B2-0.5
Organochlorine Pesticides (EPA Method 8081A)..... 18
Total Concentrations (TTLC)..... 19

1701376-05 - B2-2.5
Organochlorine Pesticides (EPA Method 8081A)..... 20
Total Concentrations (TTLC)..... 21

1701376-07 - B3-0.5
Organochlorine Pesticides (EPA Method 8081A)..... 22
Total Concentrations (TTLC)..... 23

1701376-08 - B3-2.5
Organochlorine Pesticides (EPA Method 8081A)..... 24
Total Concentrations (TTLC)..... 25

1701376-10 - B4-0.5
Organochlorine Pesticides (EPA Method 8081A)..... 26
Total Concentrations (TTLC)..... 27

1701376-11 - B4-2.5
Organochlorine Pesticides (EPA Method 8081A)..... 28
Total Concentrations (TTLC)..... 29

1701376-13 - B5-0.5
Organochlorine Pesticides (EPA Method 8081A)..... 30
Total Concentrations (TTLC)..... 31

1701376-14 - B5-2.5
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Chain of Custody Form

BC LABORATORIES, INC.

RUSH!

Report to:
Client: Rincon Consultants
Attn: Ariel Nguyen
Street Address: 180 N Ashwood
City, State, Zip: Ventura CA 93003
Phone: 805-644-4145 Fax:
Email: anguyen@rinconconsultants.com
Work Order #: 17-0137U

Project #: 16-03392
Project Name: 1040 Flower St
Sampler(s): KB

Sample #	Description	Date Sampled	Time Sampled	OCP By 8081A	Metals By 6010B/7470A	VOCs by 8260B	TPH (FEP) 8015B	Lead by 6010B 1ppm
B1	B1 - 0.5'	1/13/17	0945	X	X	-	-	-
	B1 - 2.5'	1/13/17	0945	X	X	-	-	-
	B1 - 5.5'	1/13/17	0945	H	H	-	-	-
B2	B2 - 0.5'	1/13/17	0925	X	X	-	-	-
	B2 - 2.5'	1/13/17	0925	X	X	-	-	-
	B2 - 5.5'	1/13/17	0925	H	H	-	-	-
B3	B3 - 0.5'	1/13/17	0900	X	X	-	-	-
	B3 - 2.5'	1/13/17	0900	X	X	-	-	-
	B3 - 5.5'	1/13/17	0900	H	H	-	-	-
B4	B4 - 0.5'	1/13/17	0838	X	X	-	-	-
	B4 - 2.5'	1/13/17	0838	X	X	-	-	-
	B4 - 5.5'	1/13/17	0838	H	H	-	-	-

Page 1 of 3

Comments:
CHK BY
DISTRIBUTION
SUB-OUT ☐

Sample Matrix: Soil, Sludge, Drinking Water, Ground Waater, Waste Water, Other

Result Request **Surcharge: ☑ STD (10 Days) ☐ 5 Day** ☐ 2 Day** ☐ 1 Day**

Notes

Billing: ☑ Same as above
Client:
Address:
City: State Zip
Attn:
P.O. #:

EDF Required? Geotracker ☐ Yes ☐ No
Send Copy to State of CA? (EDT) ☐ Yes ☐ No

Global ID (Needed for EDF)
1. Relinquished By: Date 1/13/17 Time 12:00
2. Relinquished By: Date 1/13/17 Time 2100
3. Relinquished By: Date Time

1. Received By: Date 1/13/17 Time 12:00
2. Received By: Date 1/13/17 Time 2100
3. Received By: Date Time

System # (Needed for EDT)

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.
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BC LABORATORIES, INC.

Chain of Custody Form

RUSH!

Page 2 of 3

Report To:
Client: Rincon Consultants
Project #: 16-03392
Attn: Brie McInnis
Project Name: 10th & Flower St
Street Address: 180 N Ashwood
City, State, Zip: Ventura CA 93003
Sampler(s): KB
Phone: 805-644-4455 Fax:
Email: Amcinnis@rinconconsultants.com
Work Order #: 17-01376

Sample #	Description	Date Sampled	Time Sampled	Analysis Requested
BS	BS-0.5 -13	1/13/17	1000	OCP by 8081A
	BS-2.5 -14	1/13/17	1000	Herbs by 8151B
	BS-5.5 -15	1/13/17	1000	VOCs by 8260
BG	BG-0.5 -16	1/13/17	1100	TPH (FFP) by 8015B
	BG-2.5 -17	1/13/17	1100	Lead by 6010B Pb/Zn
	BG-5.5 -18	1/13/17	1100	
BT	BT-0.5 -19	1/13/17	1032	
	BT-2.5 -20	1/13/17	1032	
	BT-5.5 -21	1/13/17	1032	Hold
BB	BB-0.5 -22	1/13/17	1020	
	BB-2.5 -23	1/13/17	1020	
	BB-5.5 -24	1/13/17	1020	Hold

Comments:

Sample Matrix: Soil, Sludge, Drinking Water, Ground Water, Waste Water, Other

Result Request **Surcharge: ☑ STD (10 Days) ☐ 5 Day** ☐ 2 Day** ☐ 1 Day**

Notes

Billing: ☑ Same as above
Client:
Address:
City: State Zip
Attn:
P.O. #:

EDF Required? Geotracker ☐ Yes ☐ No
Send Copy to State of CA? (EDT) ☐ Yes ☐ No

Global ID (Needed for EDF)
System # (Needed for EDT)

	Relinquished By	Date	Time	Received By	Date	Time
1.	[signature]	1/13/17	12:00	[signature]	1/13/17	12:00
2.	[signature]	1/13/17	1400	[signature]	1/13	1400
3.						

BC Laboratories, Inc. – 4100 Atlas Ct. – Bakersfield, CA 93308 – 661.327.4911 – Fax: 661.327.1918 – www.bclabs.com

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BC LABORATORIES, INC.

RUSH!

Chain of Custody Form

Page 3 of 3

Report to:
Client: Pinson Consulting
Attn: Angel Nunn
Street Address: 180 N Alluvial St.
City, State, Zip: Visalia CA 93203
Phone: (805) 6444 Fax: 4455
Email: anunn@pinsonconsulting.com
Work Order #: 17-01376

Project #: 16-03292
Project Name: 1010 Flower
Sampler(s): LB

Sample #	Description	Date Sampled	Time Sampled	Analysis Requested
1	Water - N4	-25 1/13/17	1015	X
2	Water - N2	-26 1/13/17	1015	X
3	Water - N3	-27 1/13/17	1030	X

Lead by 6010B 12x12"

Please refer to the back of this page for completion instructions and method legend.

Comments:

Sample Matrix: Soil, Sludge, Drinking Water, Ground Waater, Waste Water, Other

Water | Lead wipe 12"x12"
Water | Lead wipe 12"x12"
Water | Lead wipe 12"x12"

Result Request **Surcharge: ☑ STD (10 Days) ☐ 5 Day** ☐ 2 Day** ☐ 1 Day**

Notes

Billing: ☐ Same as above
Client:
Address:
City: State Zip
Attn:
P.O. #:

EDF Required? Geotracker: ☐ Yes ☐ No
Send Copy to State of CA? (EDT): ☐ Yes ☐ No

Global ID (Needed for EDF)
System # (Needed for EDT)

Relinquished By	Date	Time	Received By	Date	Time
1.	1/13/17	12:00	1.	1/13/17	12:00
2.	1/13/17	2000	2.	1/13	2000
3.			3.		

BC Laboratories, Inc. – 4100 Atlas Ct. – Bakersfield, CA 93308 – 661.327.4911 – Fax: 661.327.1918 – www.bclabs.com

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Chain of Custody and Cooler Receipt Form for 1701376 Page 4 of 6

BC LABORATORIES INC. COOLER RECEIPT FORM Page 1 Of 3

Submission #: 17-01376

SHIPPING INFORMATION	SHIPPING CONTAINER	FREE LIQUID
Fed Ex ☐ UPS ☐ Ontrac ☐ Hand Delivery ☐	Ice Chest ☒ None ☐ Box ☐	YES ☐ NO ☐
BC Lab Field Service ☒ Other ☐ (Specify)_____	Other ☐ (Specify)_____	W / (S)

Refrigerant: Ice ☒ Blue Ice ☐ None ☐ Other ☐ Comments:

Custody Seals Ice Chest ☐ Intact: Yes ☐ No ☐ Containers ☐ Intact: Yes ☐ No ☐ None ☒ Comments:

All samples received? Yes ☒ No ☐ All samples containers intact? Yes ☒ No ☐ Description(s) match COC? Yes ☐ No ☒

COC Received		
☒ YES ☐ NO	Emissivity: 0.95 Container: Soil Sleeve Thermometer ID: 207	Date/Time 1/13 2100
	Temperature: (A) 5.1 °C / (C) 5.1 °C	Analyst Init GSP

SAMPLE CONTAINERS	SAMPLE NUMBERS 1	2	3	4	5	6	7	8	9	10
QT PE UNPRES										
4oz / 8oz / 16oz PE UNPRES										
2oz Cr^{+6}										
QT INORGANIC CHEMICAL METALS										
INORGANIC CHEMICAL METALS 4oz / 8oz / 16oz										
PT CYANIDE										
PT NITROGEN FORMS										
PT TOTAL SULFIDE										
2oz. NITRATE / NITRITE										
PT TOTAL ORGANIC CARBON										
PT CHEMICAL OXYGEN DEMAND										
PIA PHENOLICS										
40ml VOA VIAL TRAVEL BLANK										
40ml VOA VIAL										
QT EPA 1664										
PT ODOR										
RADIOLOGICAL										
BACTERIOLOGICAL										
40 ml VOA VIAL- 504										
QT EPA 508/608/8080										
QT EPA 515.1/8150										
QT EPA 525										
QT EPA 525 TRAVEL BLANK										
40ml EPA 547										
40ml EPA 531.1										
8oz EPA 548										
QT EPA 549										
QT EPA 8015M										
QT EPA 8270										
8oz / 16oz / 32oz AMBER										
8oz / 16oz / 32oz JAR										
SOIL SLEEVE	A	A	A	A	A	A	A	A	A	A
PCB VIAL										
PLASTIC BAG										
TEDLAR BAG										
FERROUS IRON										
ENCORE										
SMART KIT										
SUMMA CANISTER										

Comments: No date/time on soil sleeves

Sample Numbering Completed By: Jgg Date/Time: 1-16-17 0950

Rev 21 05/23/2016

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Chain of Custody and Cooler Receipt Form for 1701376 Page 5 of 6

BC LABORATORIES INC. COOLER RECEIPT FORM Page 2 Of 3

Submission #: 17-01376

SHIPPING INFORMATION	SHIPPING CONTAINER	FREE LIQUID
Fed Ex ☐ UPS ☐ Ontrac ☐ Hand Delivery ☐ BC Lab Field Service ☒ Other ☐ (Specify)_____	Ice Chest ☒ None ☐ Box ☐ Other ☐ (Specify)_____	YES ☐ NO ☐ W / S

Refrigerant: Ice ☒ Blue Ice ☐ None ☐ Other ☐ Comments:

Custody Seals Ice Chest ☐ Intact: Yes ☐ No ☐ Containers ☐ Intact: Yes ☐ No ☐ None ☒ Comments:

All samples received? Yes ☒ No ☐ All samples containers intact? Yes ☒ No ☐ Description(s) match COC? Yes ☐ No ☐

COC Received ☒ YES ☐ NO

Emissivity: 0.95 Container: Soil Sleeve Thermometer ID: 207 Date/Time 1/13 2100

Temperature: (A) 5.1 °C / (C) 5.1 °C Analyst Init GSP

SAMPLE CONTAINERS	SAMPLE NUMBERS 11	12	13	14	15	16	17	18	19	20
QT PE UNPRES										
4oz / 8oz / 16oz PE UNPRES										
2oz Cr^{+6}										
QT INORGANIC CHEMICAL METALS										
INORGANIC CHEMICAL METALS 4oz / 8oz / 16oz										
PT CYANIDE										
PT NITROGEN FORMS										
PT TOTAL SULFIDE										
2oz. NITRATE / NITRITE										
PT TOTAL ORGANIC CARBON										
PT CHEMICAL OXYGEN DEMAND										
PIA PHENOLICS										
40ml VOA VIAL TRAVEL BLANK										
40ml VOA VIAL										
QT EPA 1664										
PT ODOR										
RADIOLOGICAL										
BACTERIOLOGICAL										
40 ml VOA VIAL-504										
QT EPA 508/608/8080										
QT EPA 515.1/8150										
QT EPA 525										
QT EPA 525 TRAVEL BLANK										
40ml EPA 547										
40ml EPA 531.1										
8oz EPA 548										
QT EPA 549										
QT EPA 8015M										
PT EPA 8270										
oz / 16oz / 32oz AMBER										
oz / 16oz / 32oz JAR										
OIL SLEEVE	A	A	A	A	A	E	E	E	E	E
CB VIAL										
ASTIC BAG										
ELAR BAG										
RROUS IRON										
CORE										
ART KIT										
VMA CANISTER						ABCD	ABCD	ABCD	ABCD	ABCD

ments: 19 → 24 A → D wrong time, no date/time on Soil sleeves

ple Numbering Completed By:

Chain of Custody and Cooler Receipt Form for 1701376 Page 6 of 6

BC LABORATORIES INC. COOLER RECEIPT FORM Page 3 Of 3

Submission #: 17-01376

SHIPPING INFORMATION	SHIPPING CONTAINER	FREE LIQUID
Fed Ex ☐ UPS ☐ Ontrac ☐ Hand Delivery ☐	Ice Chest ☒ None ☐ Box ☐	YES ☐ NO ☐
BC Lab Field Service ☒ Other ☐ (Specify)_____	Other ☐ (Specify)_____	W / (S)

Refrigerant: Ice ☒ Blue Ice ☐ None ☐ Other ☐ Comments:

Custody Seals Ice Chest ☐ Intact: Yes ☐ No ☐ Containers ☐ Intact: Yes ☐ No ☐ None ☒ Comments:

All samples received? Yes ☒ No ☐ All samples containers intact? Yes ☒ No ☐ Description(s) match COC? Yes ☐ No ☐

COC Received ☒ YES ☐ NO

Emissivity: 0.95 Container: Soil Sleeve Thermometer ID: 207 Date/Time 1/13 2100

Temperature: (A) 5.1 °C / (C) 5.1 °C Analyst Init GSP

SAMPLE CONTAINERS	SAMPLE NUMBERS 21	22	23	24	25	26	27	8	9	10
QT PE UNPRES										
4oz / 8oz / 16oz PE UNPRES										
2oz Cr^{+6}										
QT INORGANIC CHEMICAL METALS										
INORGANIC CHEMICAL METALS 4oz / 8oz / 16oz										
PT CYANIDE										
PT NITROGEN FORMS										
PT TOTAL SULFIDE										
2oz. NITRATE / NITRITE										
PT TOTAL ORGANIC CARBON										
PT CHEMICAL OXYGEN DEMAND										
PIA PHENOLICS										
40ml VOA VIAL TRAVEL BLANK										
40ml VOA VIAL										
QT EPA 1664										
PT ODOR										
RADIOLOGICAL										
BACTERIOLOGICAL										
40 ml VOA VIAL- 504										
QT EPA 508/608/8080										
QT EPA 515.1/8150										
QT EPA 525										
QT EPA 525 TRAVEL BLANK										
40ml EPA 547										
40ml EPA 531.1										
8oz EPA 548										
QT EPA 549										
QT EPA 8015M										
QT EPA 8270										
oz / 16oz / 32oz AMBER										
16oz / 32oz JAR										
OIL SLEEVE	E	E	E	E	A	A	A			
CB VIAL										
ASTIC BAG										
EDLAR BAG										
ERROUS IRON										
CORE										
ART KIT	ABCD	ABCD	ABCD	ABCD						
VIMA CANISTER										

ments: -19→24 A→D wrong time, no date/time on Soil sleeves 1-16-17 GSP

ple Numbering Completed By: KAG

Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Laboratory / Client Sample Cross Reference

Laboratory	Client Sample Information			
1701376-01	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:45
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B1-0.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-02	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:45
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B1-2.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-03	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:45
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B1-5.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-04	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:25
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B2-0.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-05	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:25
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B2-2.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-06	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:25
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B2-5.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-07	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B3-0.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Laboratory / Client Sample Cross Reference

Laboratory	Client Sample Information			
1701376-08	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B3-2.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-09	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 09:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B3-5.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-10	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 08:38
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B4-0.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-11	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 08:38
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B4-2.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-12	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 08:38
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B4-5.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-13	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B5-0.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-14	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B5-2.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Laboratory / Client Sample Cross Reference

Laboratory	Client Sample Information			
1701376-15	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B5-5.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-16	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 11:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B6-0.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-17	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 11:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B6-2.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-18	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 11:00
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B6-5.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-19	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:32
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B7-0.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-20	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:32
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B7-2.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-21	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:32
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B7-5.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Laboratory / Client Sample Cross Reference

Laboratory	Client Sample Information			
1701376-22	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:20
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B8-0.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-23	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:20
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B8-2.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-24	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:20
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	B8-5.5	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Soil
1701376-25	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:15
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	Wipe - N1	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Wipe
1701376-26	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:15
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	Wipe - N2	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Wipe
1701376-27	**COC Number:**	---	**Receive Date:**	01/13/2017 21:00
	Project Number:	---	**Sampling Date:**	01/13/2017 10:30
	Sampling Location:	---	**Sample Depth:**	---
	Sampling Point:	Wipe - N3	**Lab Matrix:**	Solids
	Sampled By:	---	**Sample Type:**	Wipe

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-01 | **Client Sample Name:** B1-0.5, 1/13/2017 9:45:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0015	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0015	0.00019	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0015	0.00010	EPA-8081A	ND		1
Chlordane (Technical)	**0.016**	**mg/kg**	**0.15**	**0.0044**	**EPA-8081A**	ND	**J**	1
4,4'-DDD	ND	mg/kg	0.0015	0.00025	EPA-8081A	ND		1
4,4'-DDE	**0.00070**	**mg/kg**	**0.0015**	**0.00024**	**EPA-8081A**	ND	**J**	1
4,4'-DDT	**0.00044**	**mg/kg**	**0.0015**	**0.00023**	**EPA-8081A**	ND	**J**	1
Dieldrin	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0015	0.00032	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0015	0.00032	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.15	0.0038	EPA-8081A	ND		1
TCMX (Surrogate)	84.8	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	92.0	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 08:58	HKS	GC-17	2.941	B[A1338

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-01 | **Client Sample Name:** B1-0.5, 1/13/2017 9:45:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**1.2**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND		1
Barium	**27**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.081**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**3.6**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.058		1
Cobalt	**1.5**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**4.1**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.28		1
Lead	**2.3**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	**J**	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**2.3**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	**0.069**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**16**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**12**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.37		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:33	JCC	PE-OP3	0.943	B[A1346
2	EPA-7471A	01/17/17	01/18/17 12:35	MEV	CETAC2	0.992	B[A1264

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-02 | **Client Sample Name:** B1-2.5, 1/13/2017 9:45:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0015	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0015	0.00019	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0015	0.00018	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0015	0.00010	EPA-8081A	ND		1
Chlordane (Technical)	ND	mg/kg	0.15	0.0045	EPA-8081A	ND		1
4,4'-DDD	ND	mg/kg	0.0015	0.00025	EPA-8081A	ND		1
4,4'-DDE	**0.00028**	**mg/kg**	**0.0015**	**0.00025**	**EPA-8081A**	ND	**J**	1
4,4'-DDT	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0015	0.00033	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0015	0.00033	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.15	0.0039	EPA-8081A	ND		1
TCMX (Surrogate)	85.1	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	98.8	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 09:13	HKS	GC-17	2.970	B[A1338

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-02 | **Client Sample Name:** B1-2.5, 1/13/2017 9:45:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	ND	mg/kg	1.0	0.40	EPA-6010B	ND		1
Barium	**36**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.10**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	J	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.9**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.060		1
Cobalt	**2.1**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	J	1
Copper	**3.5**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.29		1
Lead	**1.6**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	J	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**4.1**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	**0.082**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	J	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**17**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**15**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.38		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:34	JCC	PE-OP3	0.980	B[A1346
2	EPA-7471A	01/17/17	01/18/17 12:46	MEV	CETAC2	1.025	B[A1264

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-04 | **Client Sample Name:** B2-0.5, 1/13/2017 9:25:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0014	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0014	0.00018	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0014	0.00020	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0014	0.00017	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0014	0.000097	EPA-8081A	ND		1
Chlordane (Technical)	ND	mg/kg	0.14	0.0043	EPA-8081A	ND		1
4,4'-DDD	ND	mg/kg	0.0014	0.00024	EPA-8081A	ND		1
4,4'-DDE	**0.00038**	**mg/kg**	**0.0014**	**0.00024**	**EPA-8081A**	ND	**J**	1
4,4'-DDT	ND	mg/kg	0.0014	0.00022	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0014	0.00020	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0014	0.00025	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0014	0.00031	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0014	0.00028	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0014	0.00025	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0014	0.00028	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0014	0.00016	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0014	0.00022	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0014	0.00031	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.14	0.0037	EPA-8081A	ND		1
TCMX (Surrogate)	85.1	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	87.9	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 09:27	HKS	GC-17	2.857	B[A1338

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-04 | **Client Sample Name:** B2-0.5, 1/13/2017 9:25:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**1.5**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND		1
Barium	**29**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.087**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**3.8**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.061		1
Cobalt	**1.7**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**5.3**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.29		1
Lead	**3.3**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND		1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**2.6**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	**1.1**	**mg/kg**	**1.0**	**0.98**	**EPA-6010B**	ND		1
Silver	**0.072**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**16**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**17**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.39		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:36	JCC	PE-OP3	0.990	B[A1346
2	EPA-7471A	01/17/17	01/18/17 12:48	MEV	CETAC2	1.008	B[A1264

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-05 | **Client Sample Name:** B2-2.5, 1/13/2017 9:25:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0014	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0014	0.00018	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0014	0.00020	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0014	0.00017	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0014	0.000097	EPA-8081A	ND		1
Chlordane (Technical)	ND	mg/kg	0.14	0.0043	EPA-8081A	ND		1
4,4'-DDD	ND	mg/kg	0.0014	0.00024	EPA-8081A	ND		1
4,4'-DDE	ND	mg/kg	0.0014	0.00024	EPA-8081A	ND		1
4,4'-DDT	ND	mg/kg	0.0014	0.00022	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0014	0.00020	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0014	0.00025	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0014	0.00031	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0014	0.00028	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0014	0.00025	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0014	0.00028	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0014	0.00016	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0014	0.00022	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0014	0.00031	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.14	0.0037	EPA-8081A	ND		1
TCMX (Surrogate)	79.7	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	91.4	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 09:42	HKS	GC-17	2.857	B[A1338

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-05 | **Client Sample Name:** B2-2.5, 1/13/2017 9:25:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	ND	mg/kg	1.0	0.40	EPA-6010B	ND		1
Barium	**34**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.083**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.1**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.061		1
Cobalt	**1.8**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**3.2**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.29		1
Lead	**1.3**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	**J**	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**3.1**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	**0.085**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**15**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**12**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.39		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:37	JCC	PE-OP3	0.990	B[A1346
2	EPA-7471A	01/17/17	01/18/17 12:50	MEV	CETAC2	1.025	B[A1264

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-07 | **Client Sample Name:** B3-0.5, 1/13/2017 9:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0015	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0015	0.00019	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0015	0.00018	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0015	0.00010	EPA-8081A	ND		1
Chlordane (Technical)	ND	mg/kg	0.15	0.0045	EPA-8081A	ND		1
4,4'-DDD	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
4,4'-DDE	**0.00066**	**mg/kg**	**0.0015**	**0.00025**	**EPA-8081A**	ND	**J**	1
4,4'-DDT	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0015	0.00033	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0015	0.00030	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0015	0.00033	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.15	0.0039	EPA-8081A	ND		1
TCMX (Surrogate)	86.0	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	88.7	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 09:56	HKS	GC-17	3	B[A1338

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-07 | **Client Sample Name:** B3-0.5, 1/13/2017 9:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**1.2**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND		1
Barium	**30**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.083**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	J	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.0**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.056		1
Cobalt	**1.8**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	J	1
Copper	**6.0**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.27		1
Lead	**4.6**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND		1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**2.3**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	ND	mg/kg	0.50	0.067	EPA-6010B	ND		1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**18**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**14**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.36		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:39	JCC	PE-OP3	0.909	B[A1346
2	EPA-7471A	01/17/17	01/18/17 12:56	MEV	CETAC2	0.992	B[A1264

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-08 | **Client Sample Name:** B3-2.5, 1/13/2017 9:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0015	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0015	0.00019	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0015	0.00010	EPA-8081A	ND		1
Chlordane (Technical)	ND	mg/kg	0.15	0.0044	EPA-8081A	ND		1
4,4'-DDD	ND	mg/kg	0.0015	0.00025	EPA-8081A	ND		1
4,4'-DDE	ND	mg/kg	0.0015	0.00024	EPA-8081A	ND		1
4,4'-DDT	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0015	0.00032	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0015	0.00032	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.15	0.0038	EPA-8081A	ND		1
TCMX (Surrogate)	88.0	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	92.3	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 10:11	HKS	GC-17	2.941	B[A1338

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-08 | **Client Sample Name:** B3-2.5, 1/13/2017 9:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**0.78**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND	**J**	1
Barium	**37**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.092**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.2**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.060		1
Cobalt	**1.9**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**3.4**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.29		1
Lead	**1.6**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	**J**	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**3.1**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	**0.076**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**16**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**13**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.38		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:40	JCC	PE-OP3	0.980	B[A1346
2	EPA-7471A	01/17/17	01/18/17 12:59	MEV	CETAC2	1.008	B[A1264

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-10 | **Client Sample Name:** B4-0.5, 1/13/2017 8:38:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.015	0.0016	EPA-8081A	ND	A10	1
alpha-BHC	ND	mg/kg	0.015	0.0019	EPA-8081A	ND	A10	1
beta-BHC	ND	mg/kg	0.015	0.0021	EPA-8081A	ND	A10	1
delta-BHC	ND	mg/kg	0.015	0.0018	EPA-8081A	ND	A10	1
gamma-BHC (Lindane)	ND	mg/kg	0.015	0.0010	EPA-8081A	ND	A10	1
Chlordane (Technical)	**9.8**	**mg/kg**	**1.5**	**0.045**	**EPA-8081A**	ND	**A10**	1
4,4'-DDD	**0.56**	**mg/kg**	**0.074**	**0.013**	**EPA-8081A**	ND	**A01**	2
4,4'-DDE	**0.060**	**mg/kg**	**0.015**	**0.0025**	**EPA-8081A**	ND	**A10**	1
4,4'-DDT	ND	mg/kg	0.015	0.0023	EPA-8081A	ND	A10	1
Dieldrin	ND	mg/kg	0.015	0.0021	EPA-8081A	ND	A10	1
Endosulfan I	ND	mg/kg	0.015	0.0026	EPA-8081A	ND	A10	1
Endosulfan II	ND	mg/kg	0.015	0.0033	EPA-8081A	ND	A10	1
Endosulfan sulfate	ND	mg/kg	0.015	0.0029	EPA-8081A	ND	A10	1
Endrin	ND	mg/kg	0.015	0.0026	EPA-8081A	ND	A10	1
Endrin aldehyde	ND	mg/kg	0.015	0.0029	EPA-8081A	ND	A10	1
Heptachlor	**0.019**	**mg/kg**	**0.015**	**0.0017**	**EPA-8081A**	ND	**A10**	1
Heptachlor epoxide	ND	mg/kg	0.015	0.0023	EPA-8081A	ND	A10	1
Methoxychlor	ND	mg/kg	0.015	0.0033	EPA-8081A	ND	A10	1
Toxaphene	ND	mg/kg	1.5	0.039	EPA-8081A	ND	A10	1
TCMX (Surrogate)	95.0	%	20 - 130 (LCL - UCL)		EPA-8081A		A10	1
Decachlorobiphenyl (Surrogate)	111	%	40 - 130 (LCL - UCL)		EPA-8081A		A10	1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 15:18	HKS	GC-17	29.703	B[A1338
2	EPA-8081A	01/17/17	01/18/17 15:32	HKS	GC-17	148.51	B[A1338

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-10 | **Client Sample Name:** B4-0.5, 1/13/2017 8:38:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**1.4**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND		1
Barium	**29**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.081**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**3.8**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.061		1
Cobalt	**1.6**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**4.4**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.29		1
Lead	**3.0**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND		1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**2.3**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	**0.068**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**15**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**46**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.39		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:42	JCC	PE-OP3	0.990	B[A1346
2	EPA-7471A	01/17/17	01/18/17 13:01	MEV	CETAC2	0.904	B[A1264

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-11 | **Client Sample Name:** B4-2.5, 1/13/2017 8:38:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0075	0.00082	EPA-8081A	ND	A10	1
alpha-BHC	ND	mg/kg	0.0075	0.00096	EPA-8081A	ND	A10	1
beta-BHC	ND	mg/kg	0.0075	0.0011	EPA-8081A	ND	A10	1
delta-BHC	ND	mg/kg	0.0075	0.00088	EPA-8081A	ND	A10	1
gamma-BHC (Lindane)	ND	mg/kg	0.0075	0.00051	EPA-8081A	ND	A10	1
Chlordane (Technical)	**1.0**	**mg/kg**	**0.75**	**0.022**	**EPA-8081A**	ND	**A10**	1
4,4'-DDD	**0.0076**	**mg/kg**	**0.0075**	**0.0013**	**EPA-8081A**	ND	**A10**	1
4,4'-DDE	**0.025**	**mg/kg**	**0.0075**	**0.0012**	**EPA-8081A**	ND	**A10**	1
4,4'-DDT	**0.0062**	**mg/kg**	**0.0075**	**0.0012**	**EPA-8081A**	ND	**J,A10**	1
Dieldrin	ND	mg/kg	0.0075	0.0010	EPA-8081A	ND	A10	1
Endosulfan I	ND	mg/kg	0.0075	0.0013	EPA-8081A	ND	A10	1
Endosulfan II	ND	mg/kg	0.0075	0.0016	EPA-8081A	ND	A10	1
Endosulfan sulfate	ND	mg/kg	0.0075	0.0015	EPA-8081A	ND	A10	1
Endrin	ND	mg/kg	0.0075	0.0013	EPA-8081A	ND	A10	1
Endrin aldehyde	ND	mg/kg	0.0075	0.0015	EPA-8081A	ND	A10	1
Heptachlor	ND	mg/kg	0.0075	0.00086	EPA-8081A	ND	A10	1
Heptachlor epoxide	**0.064**	**mg/kg**	**0.0075**	**0.0012**	**EPA-8081A**	ND	**A10**	1
Methoxychlor	ND	mg/kg	0.0075	0.0016	EPA-8081A	ND	A10	1
Toxaphene	ND	mg/kg	0.75	0.020	EPA-8081A	ND	A10	1
TCMX (Surrogate)	94.2	%	20 - 130 (LCL - UCL)		EPA-8081A		A10	1
Decachlorobiphenyl (Surrogate)	113	%	40 - 130 (LCL - UCL)		EPA-8081A		A10	1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 16:16	HKS	GC-17	15	B[A1338

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-11 | **Client Sample Name:** B4-2.5, 1/13/2017 8:38:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	ND	mg/kg	1.0	0.40	EPA-6010B	ND		1
Barium	**33**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.081**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**3.9**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.058		1
Cobalt	**1.7**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**3.1**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.28		1
Lead	**2.2**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	**J**	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**2.6**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	**0.068**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**14**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**13**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.37		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:43	JCC	PE-OP3	0.952	B[A1346
2	EPA-7471A	01/17/17	01/18/17 13:03	MEV	CETAC2	1.008	B[A1264

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-13 | **Client Sample Name:** B5-0.5, 1/13/2017 10:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0029	0.00032	EPA-8081A	ND	A10	1
alpha-BHC	ND	mg/kg	0.0029	0.00037	EPA-8081A	ND	A10	1
beta-BHC	ND	mg/kg	0.0029	0.00041	EPA-8081A	ND	A10	1
delta-BHC	ND	mg/kg	0.0029	0.00034	EPA-8081A	ND	A10	1
gamma-BHC (Lindane)	ND	mg/kg	0.0029	0.00020	EPA-8081A	ND	A10	1
Chlordane (Technical)	**0.28**	**mg/kg**	**0.29**	**0.0087**	**EPA-8081A**	ND	**J,A10**	1
4,4'-DDD	**0.015**	**mg/kg**	**0.0029**	**0.00049**	**EPA-8081A**	ND	**A10**	1
4,4'-DDE	**0.0050**	**mg/kg**	**0.0029**	**0.00048**	**EPA-8081A**	ND	**A10**	1
4,4'-DDT	**0.0044**	**mg/kg**	**0.0029**	**0.00045**	**EPA-8081A**	ND	**A10**	1
Dieldrin	**0.0021**	**mg/kg**	**0.0029**	**0.00040**	**EPA-8081A**	ND	**J,A10**	1
Endosulfan I	ND	mg/kg	0.0029	0.00050	EPA-8081A	ND	A10	1
Endosulfan II	ND	mg/kg	0.0029	0.00063	EPA-8081A	ND	A10	1
Endosulfan sulfate	ND	mg/kg	0.0029	0.00057	EPA-8081A	ND	A10	1
Endrin	ND	mg/kg	0.0029	0.00050	EPA-8081A	ND	A10	1
Endrin aldehyde	ND	mg/kg	0.0029	0.00056	EPA-8081A	ND	A10	1
Heptachlor	**0.0017**	**mg/kg**	**0.0029**	**0.00033**	**EPA-8081A**	ND	**J,A10**	1
Heptachlor epoxide	**0.013**	**mg/kg**	**0.0029**	**0.00045**	**EPA-8081A**	ND	**A10**	1
Methoxychlor	ND	mg/kg	0.0029	0.00063	EPA-8081A	ND	A10	1
Toxaphene	ND	mg/kg	0.29	0.0075	EPA-8081A	ND	A10	1
TCMX (Surrogate)	63.9	%	20 - 130 (LCL - UCL)		EPA-8081A		A10	1
Decachlorobiphenyl (Surrogate)	59.0	%	40 - 130 (LCL - UCL)		EPA-8081A		A10	1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 17:00	HKS	GC-17	5.769	B[A1338

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-13 | **Client Sample Name:** B5-0.5, 1/13/2017 10:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	ND	mg/kg	1.0	0.40	EPA-6010B	ND		1
Barium	**33**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.093**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	J	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.3**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.057		1
Cobalt	**1.8**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	J	1
Copper	**3.6**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.28		1
Lead	**4.0**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND		1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**3.2**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	ND	mg/kg	0.50	0.067	EPA-6010B	ND		1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**16**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**16**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.36		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:45	JCC	PE-OP3	0.926	B[A1346
2	EPA-7471A	01/17/17	01/18/17 13:05	MEV	CETAC2	0.962	B[A1264

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Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-14 | **Client Sample Name:** B5-2.5, 1/13/2017 10:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0015	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0015	0.00019	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0015	0.00010	EPA-8081A	ND		1
Chlordane (Technical)	**0.011**	**mg/kg**	**0.15**	**0.0044**	**EPA-8081A**	ND	**J**	1
4,4'-DDD	ND	mg/kg	0.0015	0.00025	EPA-8081A	ND		1
4,4'-DDE	ND	mg/kg	0.0015	0.00024	EPA-8081A	ND		1
4,4'-DDT	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0015	0.00032	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0015	0.00032	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.15	0.0038	EPA-8081A	ND		1
TCMX (Surrogate)	87.5	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	84.9	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 10:55	HKS	GC-17	2.941	B[A1338

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-14 | **Client Sample Name:** B5-2.5, 1/13/2017 10:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**0.62**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND	**J**	1
Barium	**32**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.097**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.2**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.058		1
Cobalt	**1.9**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**3.4**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.28		1
Lead	**1.5**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	**J**	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**3.3**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		1
Silver	ND	mg/kg	0.50	0.067	EPA-6010B	ND		1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**15**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**13**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.37		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 14:46	JCC	PE-OP3	0.943	B[A1346
2	EPA-7471A	01/17/17	01/18/17 13:07	MEV	CETAC2	1.008	B[A1264

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-16 | **Client Sample Name:** B6-0.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0030	0.00033	EPA-8081A	ND	A10	1
alpha-BHC	ND	mg/kg	0.0030	0.00038	EPA-8081A	ND	A10	1
beta-BHC	ND	mg/kg	0.0030	0.00043	EPA-8081A	ND	A10	1
delta-BHC	ND	mg/kg	0.0030	0.00035	EPA-8081A	ND	A10	1
gamma-BHC (Lindane)	ND	mg/kg	0.0030	0.00020	EPA-8081A	ND	A10	1
Chlordane (Technical)	**0.40**	**mg/kg**	**0.30**	**0.0090**	**EPA-8081A**	ND	**A10**	1
4,4'-DDD	**0.010**	**mg/kg**	**0.0030**	**0.00051**	**EPA-8081A**	ND	**A10**	1
4,4'-DDE	**0.0027**	**mg/kg**	**0.0030**	**0.00050**	**EPA-8081A**	ND	**J,A10**	1
4,4'-DDT	**0.0028**	**mg/kg**	**0.0030**	**0.00047**	**EPA-8081A**	ND	**J,A10**	1
Dieldrin	**0.0015**	**mg/kg**	**0.0030**	**0.00042**	**EPA-8081A**	ND	**J,A10**	1
Endosulfan I	ND	mg/kg	0.0030	0.00052	EPA-8081A	ND	A10	1
Endosulfan II	ND	mg/kg	0.0030	0.00066	EPA-8081A	ND	A10	1
Endosulfan sulfate	ND	mg/kg	0.0030	0.00059	EPA-8081A	ND	A10	1
Endrin	ND	mg/kg	0.0030	0.00052	EPA-8081A	ND	A10	1
Endrin aldehyde	ND	mg/kg	0.0030	0.00058	EPA-8081A	ND	A10	1
Heptachlor	**0.0061**	**mg/kg**	**0.0030**	**0.00034**	**EPA-8081A**	ND	**A10**	1
Heptachlor epoxide	**0.0061**	**mg/kg**	**0.0030**	**0.00047**	**EPA-8081A**	ND	**A10**	1
Methoxychlor	ND	mg/kg	0.0030	0.00066	EPA-8081A	ND	A10	1
Toxaphene	ND	mg/kg	0.30	0.0078	EPA-8081A	ND	A10	1
TCMX (Surrogate)	57.5	%	20 - 130 (LCL - UCL)		EPA-8081A		A10	1
Decachlorobiphenyl (Surrogate)	57.3	%	40 - 130 (LCL - UCL)		EPA-8081A		A10	1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 17:14	HKS	GC-17	6	B[A1338

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-16 | **Client Sample Name:** B6-0.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Benzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Bromobenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Bromochloromethane	ND	mg/kg	0.0050	0.00092	EPA-8260B	ND		1
Bromodichloromethane	ND	mg/kg	0.0050	0.00084	EPA-8260B	ND		1
Bromoform	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Bromomethane	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND	A40	1
n-Butylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
sec-Butylbenzene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
tert-Butylbenzene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
Carbon tetrachloride	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Chlorobenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Chloroethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
Chloroform	ND	mg/kg	0.0050	0.00063	EPA-8260B	ND		1
Chloromethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
2-Chlorotoluene	ND	mg/kg	0.0050	0.0018	EPA-8260B	ND		1
4-Chlorotoluene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
Dibromochloromethane	ND	mg/kg	0.0050	0.00099	EPA-8260B	ND		1
1,2-Dibromo-3-chloropropane	ND	mg/kg	0.0050	0.0017	EPA-8260B	ND		1
1,2-Dibromoethane	ND	mg/kg	0.0050	0.0010	EPA-8260B	ND		1
Dibromomethane	ND	mg/kg	0.0050	0.0018	EPA-8260B	ND		1
1,2-Dichlorobenzene	ND	mg/kg	0.0050	0.00081	EPA-8260B	ND		1
1,3-Dichlorobenzene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,4-Dichlorobenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Dichlorodifluoromethane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,1-Dichloroethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,2-Dichloroethane	ND	mg/kg	0.0050	0.00085	EPA-8260B	ND		1
1,1-Dichloroethene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
cis-1,2-Dichloroethene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
trans-1,2-Dichloroethene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,2-Dichloropropane	ND	mg/kg	0.0050	0.00081	EPA-8260B	ND		1
1,3-Dichloropropane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
2,2-Dichloropropane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,1-Dichloropropene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-16 | **Client Sample Name:** B6-0.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
cis-1,3-Dichloropropene	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
trans-1,3-Dichloropropene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
Ethylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Hexachlorobutadiene	ND	mg/kg	0.0050	0.0017	EPA-8260B	ND		1
Isopropylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
p-Isopropyltoluene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Methylene chloride	ND	mg/kg	0.010	0.0024	EPA-8260B	ND		1
Methyl t-butyl ether	ND	mg/kg	0.0050	0.00050	EPA-8260B	ND		1
Naphthalene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
n-Propylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Styrene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,1,1,2-Tetrachloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,1,2,2-Tetrachloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Tetrachloroethene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Toluene	**0.0077**	**mg/kg**	**0.0050**	**0.0012**	**EPA-8260B**	ND		1
1,2,3-Trichlorobenzene	ND	mg/kg	0.0050	0.0021	EPA-8260B	ND		1
1,2,4-Trichlorobenzene	ND	mg/kg	0.0050	0.0020	EPA-8260B	ND		1
1,1,1-Trichloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,1,2-Trichloroethane	ND	mg/kg	0.0050	0.00077	EPA-8260B	ND		1
Trichloroethene	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Trichlorofluoromethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,2,3-Trichloropropane	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND		1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,2,4-Trimethylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,3,5-Trimethylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Vinyl chloride	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND		1
Total Xylenes	**0.0034**	**mg/kg**	**0.010**	**0.0034**	**EPA-8260B**	ND	**J**	1
p- & m-Xylenes	**0.0023**	**mg/kg**	**0.0050**	**0.0022**	**EPA-8260B**	ND	**J**	1
o-Xylene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
1,2-Dichloroethane-d4 (Surrogate)	116	%	70 - 121 (LCL - UCL)		EPA-8260B			1
Toluene-d8 (Surrogate)	95.3	%	81 - 117 (LCL - UCL)		EPA-8260B			1
4-Bromofluorobenzene (Surrogate)	92.2	%	74 - 121 (LCL - UCL)		EPA-8260B			1

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-16 | **Client Sample Name:** B6-0.5, 1/13/2017 11:00:00AM

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8260B	01/16/17	01/17/17 12:54	JMS	MS-V3	0.942	B[A1135

Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

BCL Sample ID: 1701376-16 | **Client Sample Name:** B6-0.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
TPH - Gasoline	ND	mg/kg	400	100	EPA-8015B/FFP	ND		1
TPH - Diesel (FFP)	ND	mg/kg	200	24	EPA-8015B/FFP	ND		1
TPH - Motor Oil	ND	mg/kg	400	130	EPA-8015B/FFP	ND		1
Tetracosane (Surrogate)	98.1	%	20 - 145 (LCL - UCL)		EPA-8015B/FFP			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8015B/FFP	01/18/17	01/19/17 06:37	AS1	GC-2	20	B[A1464

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-16 | **Client Sample Name:** B6-0.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**1.1**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND		1
Barium	**33**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.091**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**6.1**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.073		1
Cobalt	**2.0**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**5.0**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.092		1
Lead	**2.6**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND		1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**5.7**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		3
Silver	**0.095**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**18**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**15**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.24		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 12:22	JCC	PE-OP3	0.901	B[A1392
2	EPA-7471A	01/17/17	01/18/17 13:09	MEV	CETAC2	0.962	B[A1264
3	EPA-6010B	01/18/17	01/20/17 12:31	JCC	PE-OP3	0.901	B[A1392

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-17 | **Client Sample Name:** B6-2.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0015	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0015	0.00019	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0015	0.00018	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0015	0.00010	EPA-8081A	ND		1
Chlordane (Technical)	**0.018**	**mg/kg**	**0.15**	**0.0045**	**EPA-8081A**	ND	**J**	1
4,4'-DDD	ND	mg/kg	0.0015	0.00025	EPA-8081A	ND		1
4,4'-DDE	**0.00032**	**mg/kg**	**0.0015**	**0.00025**	**EPA-8081A**	ND	**J**	1
4,4'-DDT	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0015	0.00033	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0015	0.00033	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.15	0.0039	EPA-8081A	ND		1
TCMX (Surrogate)	85.5	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	96.9	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 11:09	HKS	GC-17	2.970	B[A1338

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-17 | **Client Sample Name:** B6-2.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Benzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Bromobenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Bromochloromethane	ND	mg/kg	0.0050	0.00092	EPA-8260B	ND		1
Bromodichloromethane	ND	mg/kg	0.0050	0.00084	EPA-8260B	ND		1
Bromoform	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Bromomethane	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND	A40	1
n-Butylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
sec-Butylbenzene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
tert-Butylbenzene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
Carbon tetrachloride	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Chlorobenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Chloroethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
Chloroform	ND	mg/kg	0.0050	0.00063	EPA-8260B	ND		1
Chloromethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
2-Chlorotoluene	ND	mg/kg	0.0050	0.0018	EPA-8260B	ND		1
4-Chlorotoluene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
Dibromochloromethane	ND	mg/kg	0.0050	0.00099	EPA-8260B	ND		1
1,2-Dibromo-3-chloropropane	ND	mg/kg	0.0050	0.0017	EPA-8260B	ND		1
1,2-Dibromoethane	ND	mg/kg	0.0050	0.0010	EPA-8260B	ND		1
Dibromomethane	ND	mg/kg	0.0050	0.0018	EPA-8260B	ND		1
1,2-Dichlorobenzene	ND	mg/kg	0.0050	0.00081	EPA-8260B	ND		1
1,3-Dichlorobenzene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,4-Dichlorobenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Dichlorodifluoromethane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,1-Dichloroethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,2-Dichloroethane	ND	mg/kg	0.0050	0.00085	EPA-8260B	ND		1
1,1-Dichloroethene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
cis-1,2-Dichloroethene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
trans-1,2-Dichloroethene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,2-Dichloropropane	ND	mg/kg	0.0050	0.00081	EPA-8260B	ND		1
1,3-Dichloropropane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
2,2-Dichloropropane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,1-Dichloropropene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-17 | **Client Sample Name:** B6-2.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
cis-1,3-Dichloropropene	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
trans-1,3-Dichloropropene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
Ethylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Hexachlorobutadiene	ND	mg/kg	0.0050	0.0017	EPA-8260B	ND		1
Isopropylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
p-Isopropyltoluene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Methylene chloride	ND	mg/kg	0.010	0.0024	EPA-8260B	ND		1
Methyl t-butyl ether	ND	mg/kg	0.0050	0.00050	EPA-8260B	ND		1
Naphthalene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
n-Propylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Styrene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,1,1,2-Tetrachloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,1,2,2-Tetrachloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Tetrachloroethene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Toluene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
1,2,3-Trichlorobenzene	ND	mg/kg	0.0050	0.0021	EPA-8260B	ND		1
1,2,4-Trichlorobenzene	ND	mg/kg	0.0050	0.0020	EPA-8260B	ND		1
1,1,1-Trichloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,1,2-Trichloroethane	ND	mg/kg	0.0050	0.00077	EPA-8260B	ND		1
Trichloroethene	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Trichlorofluoromethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,2,3-Trichloropropane	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND		1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,2,4-Trimethylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,3,5-Trimethylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Vinyl chloride	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND		1
Total Xylenes	ND	mg/kg	0.010	0.0034	EPA-8260B	ND		1
p- & m-Xylenes	ND	mg/kg	0.0050	0.0022	EPA-8260B	ND		1
o-Xylene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
1,2-Dichloroethane-d4 (Surrogate)	99.7	%	70 - 121 (LCL - UCL)		EPA-8260B			1
Toluene-d8 (Surrogate)	99.4	%	81 - 117 (LCL - UCL)		EPA-8260B			1
4-Bromofluorobenzene (Surrogate)	95.7	%	74 - 121 (LCL - UCL)		EPA-8260B			1

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-17 | **Client Sample Name:** B6-2.5, 1/13/2017 11:00:00AM

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8260B	01/16/17	01/17/17 14:50	JMS	MS-V3	0.996	B[A1135

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

BCL Sample ID: 1701376-17 | **Client Sample Name:** B6-2.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
TPH - Gasoline	ND	mg/kg	20	5.0	EPA-8015B/FFP	ND		1
TPH - Diesel (FFP)	ND	mg/kg	10	1.2	EPA-8015B/FFP	ND		1
TPH - Motor Oil	ND	mg/kg	20	6.5	EPA-8015B/FFP	ND		1
Tetracosane (Surrogate)	91.1	%	20 - 145 (LCL - UCL)		EPA-8015B/FFP			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8015B/FFP	01/18/17	01/19/17 05:28	AS1	GC-2	1.003	B[A1464

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-17 | **Client Sample Name:** B6-2.5, 1/13/2017 11:00:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**0.51**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND	**J**	1
Barium	**34**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.099**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.5**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.076		1
Cobalt	**1.8**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**3.5**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.096		1
Lead	**1.4**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	**J**	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**3.2**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		3
Silver	ND	mg/kg	0.50	0.067	EPA-6010B	ND		1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**17**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**14**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.25		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 12:23	JCC	PE-OP3	0.943	B[A1392
2	EPA-7471A	01/17/17	01/18/17 13:11	MEV	CETAC2	0.992	B[A1264
3	EPA-6010B	01/18/17	01/20/17 12:33	JCC	PE-OP3	0.943	B[A1392

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-19 | **Client Sample Name:** B7-0.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0029	0.00032	EPA-8081A	ND	A10	1
alpha-BHC	ND	mg/kg	0.0029	0.00037	EPA-8081A	ND	A10	1
beta-BHC	ND	mg/kg	0.0029	0.00041	EPA-8081A	ND	A10	1
delta-BHC	ND	mg/kg	0.0029	0.00034	EPA-8081A	ND	A10	1
gamma-BHC (Lindane)	ND	mg/kg	0.0029	0.00020	EPA-8081A	ND	A10	1
Chlordane (Technical)	ND	mg/kg	0.29	0.0087	EPA-8081A	ND	A10	1
4,4'-DDD	ND	mg/kg	0.0029	0.00050	EPA-8081A	ND	A10	1
4,4'-DDE	**0.0010**	**mg/kg**	**0.0029**	**0.00048**	**EPA-8081A**	ND	**J,A10**	1
4,4'-DDT	ND	mg/kg	0.0029	0.00045	EPA-8081A	ND	A10	1
Dieldrin	ND	mg/kg	0.0029	0.00041	EPA-8081A	ND	A10	1
Endosulfan I	ND	mg/kg	0.0029	0.00051	EPA-8081A	ND	A10	1
Endosulfan II	ND	mg/kg	0.0029	0.00064	EPA-8081A	ND	A10	1
Endosulfan sulfate	ND	mg/kg	0.0029	0.00058	EPA-8081A	ND	A10	1
Endrin	ND	mg/kg	0.0029	0.00051	EPA-8081A	ND	A10	1
Endrin aldehyde	ND	mg/kg	0.0029	0.00057	EPA-8081A	ND	A10	1
Heptachlor	ND	mg/kg	0.0029	0.00033	EPA-8081A	ND	A10	1
Heptachlor epoxide	ND	mg/kg	0.0029	0.00045	EPA-8081A	ND	A10	1
Methoxychlor	ND	mg/kg	0.0029	0.00064	EPA-8081A	ND	A10	1
Toxaphene	ND	mg/kg	0.29	0.0076	EPA-8081A	ND	A10	1
TCMX (Surrogate)	48.7	%	20 - 130 (LCL - UCL)		EPA-8081A		A10	1
Decachlorobiphenyl (Surrogate)	55.6	%	40 - 130 (LCL - UCL)		EPA-8081A		A10	1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 13:35	HKS	GC-17	5.825	B[A1338

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-19 | **Client Sample Name:** B7-0.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Benzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Bromobenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Bromochloromethane	ND	mg/kg	0.0043	0.00080	EPA-8260B	ND		1
Bromodichloromethane	ND	mg/kg	0.0043	0.00073	EPA-8260B	ND		1
Bromoform	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
Bromomethane	ND	mg/kg	0.0043	0.0014	EPA-8260B	ND	A40	1
n-Butylbenzene	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
sec-Butylbenzene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
tert-Butylbenzene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
Carbon tetrachloride	ND	mg/kg	0.0043	0.00095	EPA-8260B	ND		1
Chlorobenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Chloroethane	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
Chloroform	ND	mg/kg	0.0043	0.00055	EPA-8260B	ND		1
Chloromethane	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
2-Chlorotoluene	ND	mg/kg	0.0043	0.0016	EPA-8260B	ND		1
4-Chlorotoluene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
Dibromochloromethane	ND	mg/kg	0.0043	0.00086	EPA-8260B	ND		1
1,2-Dibromo-3-chloropropane	ND	mg/kg	0.0043	0.0015	EPA-8260B	ND		1
1,2-Dibromoethane	ND	mg/kg	0.0043	0.00087	EPA-8260B	ND		1
Dibromomethane	ND	mg/kg	0.0043	0.0016	EPA-8260B	ND		1
1,2-Dichlorobenzene	ND	mg/kg	0.0043	0.00070	EPA-8260B	ND		1
1,3-Dichlorobenzene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
1,4-Dichlorobenzene	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
Dichlorodifluoromethane	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
1,1-Dichloroethane	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
1,2-Dichloroethane	ND	mg/kg	0.0043	0.00074	EPA-8260B	ND		1
1,1-Dichloroethene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
cis-1,2-Dichloroethene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
trans-1,2-Dichloroethene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
1,2-Dichloropropane	ND	mg/kg	0.0043	0.00070	EPA-8260B	ND		1
1,3-Dichloropropane	ND	mg/kg	0.0043	0.00095	EPA-8260B	ND		1
2,2-Dichloropropane	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
1,1-Dichloropropene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-19 | **Client Sample Name:** B7-0.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
cis-1,3-Dichloropropene	ND	mg/kg	0.0043	0.00095	EPA-8260B	ND		1
trans-1,3-Dichloropropene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
Ethylbenzene	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
Hexachlorobutadiene	ND	mg/kg	0.0043	0.0015	EPA-8260B	ND		1
Isopropylbenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
p-Isopropyltoluene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Methylene chloride	ND	mg/kg	0.0087	0.0021	EPA-8260B	ND		1
Methyl t-butyl ether	ND	mg/kg	0.0043	0.00043	EPA-8260B	ND		1
Naphthalene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
n-Propylbenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Styrene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
1,1,1,2-Tetrachloroethane	ND	mg/kg	0.0043	0.00095	EPA-8260B	ND		1
1,1,2,2-Tetrachloroethane	ND	mg/kg	0.0043	0.00095	EPA-8260B	ND		1
Tetrachloroethene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Toluene	**0.0048**	**mg/kg**	**0.0043**	**0.0010**	**EPA-8260B**	ND		1
1,2,3-Trichlorobenzene	ND	mg/kg	0.0043	0.0018	EPA-8260B	ND		1
1,2,4-Trichlorobenzene	ND	mg/kg	0.0043	0.0017	EPA-8260B	ND		1
1,1,1-Trichloroethane	ND	mg/kg	0.0043	0.00095	EPA-8260B	ND		1
1,1,2-Trichloroethane	ND	mg/kg	0.0043	0.00067	EPA-8260B	ND		1
Trichloroethene	ND	mg/kg	0.0043	0.00095	EPA-8260B	ND		1
Trichlorofluoromethane	ND	mg/kg	0.0043	0.00095	EPA-8260B	ND		1
1,2,3-Trichloropropane	ND	mg/kg	0.0043	0.0014	EPA-8260B	ND		1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
1,2,4-Trimethylbenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
1,3,5-Trimethylbenzene	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
Vinyl chloride	ND	mg/kg	0.0043	0.0014	EPA-8260B	ND		1
Total Xylenes	ND	mg/kg	0.0087	0.0030	EPA-8260B	ND		1
p- & m-Xylenes	ND	mg/kg	0.0043	0.0019	EPA-8260B	ND		1
o-Xylene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
1,2-Dichloroethane-d4 (Surrogate)	112	%	70 - 121 (LCL - UCL)		EPA-8260B			1
Toluene-d8 (Surrogate)	102	%	81 - 117 (LCL - UCL)		EPA-8260B			1
4-Bromofluorobenzene (Surrogate)	94.2	%	74 - 121 (LCL - UCL)		EPA-8260B			1

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-19 | **Client Sample Name:** B7-0.5, 1/13/2017 10:32:00AM

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8260B	01/16/17	01/17/17 14:27	JMS	MS-V3	0.868	B[A1135

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

BCL Sample ID: 1701376-19 | **Client Sample Name:** B7-0.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
TPH - Gasoline	ND	mg/kg	320	79	EPA-8015B/FFP	ND		1
TPH - Diesel (FFP)	ND	mg/kg	160	19	EPA-8015B/FFP	ND		1
TPH - Motor Oil	**550**	**mg/kg**	**320**	**100**	**EPA-8015B/FFP**	ND		1
Tetracosane (Surrogate)	95.1	%	20 - 145 (LCL - UCL)		EPA-8015B/FFP			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8015B/FFP	01/18/17	01/19/17 06:14	AS1	GC-2	15.789	B[A1464

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-19 | **Client Sample Name:** B7-0.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**0.50**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND	**J**	1
Barium	**34**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.093**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.8**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.075		1
Cobalt	**1.8**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**3.5**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.094		1
Lead	**1.7**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	**J**	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**4.2**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	**1.0**	**mg/kg**	**1.0**	**0.98**	**EPA-6010B**	ND		3
Silver	**0.080**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**16**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**13**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.25		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 12:25	JCC	PE-OP3	0.926	B[A1392
2	EPA-7471A	01/17/17	01/18/17 13:14	MEV	CETAC2	1.008	B[A1264
3	EPA-6010B	01/18/17	01/20/17 12:34	JCC	PE-OP3	0.926	B[A1392

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-20 | **Client Sample Name:** B7-2.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0014	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0014	0.00018	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0014	0.00020	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0014	0.00017	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0014	0.000098	EPA-8081A	ND		1
Chlordane (Technical)	ND	mg/kg	0.14	0.0043	EPA-8081A	ND		1
4,4'-DDD	ND	mg/kg	0.0014	0.00025	EPA-8081A	ND		1
4,4'-DDE	ND	mg/kg	0.0014	0.00024	EPA-8081A	ND		1
4,4'-DDT	ND	mg/kg	0.0014	0.00022	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0014	0.00020	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0014	0.00025	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0014	0.00032	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0014	0.00029	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0014	0.00025	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0014	0.00028	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0014	0.00016	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0014	0.00022	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0014	0.00032	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.14	0.0038	EPA-8081A	ND		1
TCMX (Surrogate)	87.4	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	95.4	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 13:06	HKS	GC-17	2.885	B[A1338

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-20 | **Client Sample Name:** B7-2.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Benzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Bromobenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Bromochloromethane	ND	mg/kg	0.0050	0.00092	EPA-8260B	ND		1
Bromodichloromethane	ND	mg/kg	0.0050	0.00084	EPA-8260B	ND		1
Bromoform	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Bromomethane	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND	A40	1
n-Butylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
sec-Butylbenzene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
tert-Butylbenzene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
Carbon tetrachloride	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Chlorobenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Chloroethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
Chloroform	ND	mg/kg	0.0050	0.00063	EPA-8260B	ND		1
Chloromethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
2-Chlorotoluene	ND	mg/kg	0.0050	0.0018	EPA-8260B	ND		1
4-Chlorotoluene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
Dibromochloromethane	ND	mg/kg	0.0050	0.00099	EPA-8260B	ND		1
1,2-Dibromo-3-chloropropane	ND	mg/kg	0.0050	0.0017	EPA-8260B	ND		1
1,2-Dibromoethane	ND	mg/kg	0.0050	0.0010	EPA-8260B	ND		1
Dibromomethane	ND	mg/kg	0.0050	0.0018	EPA-8260B	ND		1
1,2-Dichlorobenzene	ND	mg/kg	0.0050	0.00081	EPA-8260B	ND		1
1,3-Dichlorobenzene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,4-Dichlorobenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Dichlorodifluoromethane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,1-Dichloroethane	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,2-Dichloroethane	ND	mg/kg	0.0050	0.00085	EPA-8260B	ND		1
1,1-Dichloroethene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
cis-1,2-Dichloroethene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
trans-1,2-Dichloroethene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,2-Dichloropropane	ND	mg/kg	0.0050	0.00081	EPA-8260B	ND		1
1,3-Dichloropropane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
2,2-Dichloropropane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,1-Dichloropropene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-20 | **Client Sample Name:** B7-2.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
cis-1,3-Dichloropropene	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
trans-1,3-Dichloropropene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
Ethylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Hexachlorobutadiene	ND	mg/kg	0.0050	0.0017	EPA-8260B	ND		1
Isopropylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
p-Isopropyltoluene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Methylene chloride	ND	mg/kg	0.010	0.0024	EPA-8260B	ND		1
Methyl t-butyl ether	ND	mg/kg	0.0050	0.00050	EPA-8260B	ND		1
Naphthalene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
n-Propylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Styrene	ND	mg/kg	0.0050	0.0014	EPA-8260B	ND		1
1,1,1,2-Tetrachloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,1,2,2-Tetrachloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Tetrachloroethene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
Toluene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
1,2,3-Trichlorobenzene	ND	mg/kg	0.0050	0.0021	EPA-8260B	ND		1
1,2,4-Trichlorobenzene	ND	mg/kg	0.0050	0.0020	EPA-8260B	ND		1
1,1,1-Trichloroethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,1,2-Trichloroethane	ND	mg/kg	0.0050	0.00077	EPA-8260B	ND		1
Trichloroethene	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
Trichlorofluoromethane	ND	mg/kg	0.0050	0.0011	EPA-8260B	ND		1
1,2,3-Trichloropropane	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND		1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,2,4-Trimethylbenzene	ND	mg/kg	0.0050	0.0013	EPA-8260B	ND		1
1,3,5-Trimethylbenzene	ND	mg/kg	0.0050	0.0015	EPA-8260B	ND		1
Vinyl chloride	ND	mg/kg	0.0050	0.0016	EPA-8260B	ND		1
Total Xylenes	ND	mg/kg	0.010	0.0034	EPA-8260B	ND		1
p- & m-Xylenes	ND	mg/kg	0.0050	0.0022	EPA-8260B	ND		1
o-Xylene	ND	mg/kg	0.0050	0.0012	EPA-8260B	ND		1
1,2-Dichloroethane-d4 (Surrogate)	113	%	70 - 121 (LCL - UCL)		EPA-8260B			1
Toluene-d8 (Surrogate)	101	%	81 - 117 (LCL - UCL)		EPA-8260B			1
4-Bromofluorobenzene (Surrogate)	92.8	%	74 - 121 (LCL - UCL)		EPA-8260B			1

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-20 | **Client Sample Name:** B7-2.5, 1/13/2017 10:32:00AM

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8260B	01/16/17	01/17/17 15:13	JMS	MS-V3	0.906	B[A1135

Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

BCL Sample ID: 1701376-20 | **Client Sample Name:** B7-2.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
TPH - Gasoline	ND	mg/kg	20	5.0	EPA-8015B/FFP	ND		1
TPH - Diesel (FFP)	ND	mg/kg	10	1.2	EPA-8015B/FFP	ND		1
TPH - Motor Oil	ND	mg/kg	20	6.5	EPA-8015B/FFP	ND		1
Tetracosane (Surrogate)	81.7	%	20 - 145 (LCL - UCL)		EPA-8015B/FFP			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8015B/FFP	01/18/17	01/19/17 05:51	AS1	GC-2	1.003	B[A1464

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-20 | **Client Sample Name:** B7-2.5, 1/13/2017 10:32:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**0.60**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND	**J**	1
Barium	**33**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.12**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**5.3**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.074		1
Cobalt	**2.1**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**3.9**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.094		1
Lead	**2.4**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	**J**	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**4.2**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		3
Silver	**0.11**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	**J**	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**17**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**15**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.25		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 12:26	JCC	PE-OP3	0.917	B[A1392
2	EPA-7471A	01/17/17	01/18/17 13:16	MEV	CETAC2	0.992	B[A1264
3	EPA-6010B	01/18/17	01/20/17 12:35	JCC	PE-OP3	0.917	B[A1392

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-22 | **Client Sample Name:** B8-0.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0029	0.00031	EPA-8081A	ND	A10	1
alpha-BHC	ND	mg/kg	0.0029	0.00037	EPA-8081A	ND	A10	1
beta-BHC	ND	mg/kg	0.0029	0.00041	EPA-8081A	ND	A10	1
delta-BHC	ND	mg/kg	0.0029	0.00034	EPA-8081A	ND	A10	1
gamma-BHC (Lindane)	ND	mg/kg	0.0029	0.00019	EPA-8081A	ND	A10	1
Chlordane (Technical)	**0.63**	**mg/kg**	**0.29**	**0.0086**	**EPA-8081A**	ND	**A10**	1
4,4'-DDD	**0.020**	**mg/kg**	**0.0029**	**0.00049**	**EPA-8081A**	ND	**A10**	1
4,4'-DDE	**0.0073**	**mg/kg**	**0.0029**	**0.00047**	**EPA-8081A**	ND	**A10**	1
4,4'-DDT	**0.0051**	**mg/kg**	**0.0029**	**0.00045**	**EPA-8081A**	ND	**A10**	1
Dieldrin	**0.0022**	**mg/kg**	**0.0029**	**0.00040**	**EPA-8081A**	ND	**J,A10**	1
Endosulfan I	ND	mg/kg	0.0029	0.00050	EPA-8081A	ND	A10	1
Endosulfan II	ND	mg/kg	0.0029	0.00063	EPA-8081A	ND	A10	1
Endosulfan sulfate	ND	mg/kg	0.0029	0.00057	EPA-8081A	ND	A10	1
Endrin	ND	mg/kg	0.0029	0.00050	EPA-8081A	ND	A10	1
Endrin aldehyde	ND	mg/kg	0.0029	0.00055	EPA-8081A	ND	A10	1
Heptachlor	ND	mg/kg	0.0029	0.00033	EPA-8081A	ND	A10	1
Heptachlor epoxide	**0.015**	**mg/kg**	**0.0029**	**0.00045**	**EPA-8081A**	ND	**A10**	1
Methoxychlor	ND	mg/kg	0.0029	0.00063	EPA-8081A	ND	A10	1
Toxaphene	ND	mg/kg	0.29	0.0074	EPA-8081A	ND	A10	1
TCMX (Surrogate)	64.8	%	20 - 130 (LCL - UCL)		EPA-8081A		A10	1
Decachlorobiphenyl (Surrogate)	58.2	%	40 - 130 (LCL - UCL)		EPA-8081A		A10	1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 13:50	HKS	GC-17	5.714	B[A1338

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-22 | **Client Sample Name:** B8-0.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Benzene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
Bromobenzene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
Bromochloromethane	ND	mg/kg	0.0038	0.00070	EPA-8260B	ND		1
Bromodichloromethane	ND	mg/kg	0.0038	0.00064	EPA-8260B	ND		1
Bromoform	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
Bromomethane	ND	mg/kg	0.0038	0.0012	EPA-8260B	ND	A40	1
n-Butylbenzene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
sec-Butylbenzene	ND	mg/kg	0.0038	0.00091	EPA-8260B	ND		1
tert-Butylbenzene	ND	mg/kg	0.0038	0.00091	EPA-8260B	ND		1
Carbon tetrachloride	ND	mg/kg	0.0038	0.00084	EPA-8260B	ND		1
Chlorobenzene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
Chloroethane	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
Chloroform	ND	mg/kg	0.0038	0.00048	EPA-8260B	ND		1
Chloromethane	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
2-Chlorotoluene	ND	mg/kg	0.0038	0.0014	EPA-8260B	ND		1
4-Chlorotoluene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
Dibromochloromethane	ND	mg/kg	0.0038	0.00075	EPA-8260B	ND		1
1,2-Dibromo-3-chloropropane	ND	mg/kg	0.0038	0.0013	EPA-8260B	ND		1
1,2-Dibromoethane	ND	mg/kg	0.0038	0.00076	EPA-8260B	ND		1
Dibromomethane	ND	mg/kg	0.0038	0.0014	EPA-8260B	ND		1
1,2-Dichlorobenzene	ND	mg/kg	0.0038	0.00062	EPA-8260B	ND		1
1,3-Dichlorobenzene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
1,4-Dichlorobenzene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
Dichlorodifluoromethane	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
1,1-Dichloroethane	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
1,2-Dichloroethane	ND	mg/kg	0.0038	0.00065	EPA-8260B	ND		1
1,1-Dichloroethene	ND	mg/kg	0.0038	0.00091	EPA-8260B	ND		1
cis-1,2-Dichloroethene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
trans-1,2-Dichloroethene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
1,2-Dichloropropane	ND	mg/kg	0.0038	0.00062	EPA-8260B	ND		1
1,3-Dichloropropane	ND	mg/kg	0.0038	0.00084	EPA-8260B	ND		1
2,2-Dichloropropane	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
1,1-Dichloropropene	ND	mg/kg	0.0038	0.00091	EPA-8260B	ND		1

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-22 | **Client Sample Name:** B8-0.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
cis-1,3-Dichloropropene	ND	mg/kg	0.0038	0.00084	EPA-8260B	ND		1
trans-1,3-Dichloropropene	ND	mg/kg	0.0038	0.00091	EPA-8260B	ND		1
Ethylbenzene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
Hexachlorobutadiene	ND	mg/kg	0.0038	0.0013	EPA-8260B	ND		1
Isopropylbenzene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
p-Isopropyltoluene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
Methylene chloride	ND	mg/kg	0.0076	0.0018	EPA-8260B	ND		1
Methyl t-butyl ether	ND	mg/kg	0.0038	0.00038	EPA-8260B	ND		1
Naphthalene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
n-Propylbenzene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
Styrene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
1,1,1,2-Tetrachloroethane	ND	mg/kg	0.0038	0.00084	EPA-8260B	ND		1
1,1,2,2-Tetrachloroethane	ND	mg/kg	0.0038	0.00084	EPA-8260B	ND		1
Tetrachloroethene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
Toluene	**0.0084**	**mg/kg**	**0.0038**	**0.00091**	**EPA-8260B**	ND		1
1,2,3-Trichlorobenzene	ND	mg/kg	0.0038	0.0016	EPA-8260B	ND		1
1,2,4-Trichlorobenzene	ND	mg/kg	0.0038	0.0015	EPA-8260B	ND		1
1,1,1-Trichloroethane	ND	mg/kg	0.0038	0.00084	EPA-8260B	ND		1
1,1,2-Trichloroethane	ND	mg/kg	0.0038	0.00059	EPA-8260B	ND		1
Trichloroethene	ND	mg/kg	0.0038	0.00084	EPA-8260B	ND		1
Trichlorofluoromethane	ND	mg/kg	0.0038	0.00084	EPA-8260B	ND		1
1,2,3-Trichloropropane	ND	mg/kg	0.0038	0.0012	EPA-8260B	ND		1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
1,2,4-Trimethylbenzene	ND	mg/kg	0.0038	0.00099	EPA-8260B	ND		1
1,3,5-Trimethylbenzene	ND	mg/kg	0.0038	0.0011	EPA-8260B	ND		1
Vinyl chloride	ND	mg/kg	0.0038	0.0012	EPA-8260B	ND		1
Total Xylenes	**0.0047**	**mg/kg**	**0.0076**	**0.0026**	**EPA-8260B**	ND	**J**	1
p- & m-Xylenes	**0.0033**	**mg/kg**	**0.0038**	**0.0017**	**EPA-8260B**	ND	**J**	1
o-Xylene	**0.0014**	**mg/kg**	**0.0038**	**0.00091**	**EPA-8260B**	ND	**J**	1
1,2-Dichloroethane-d4 (Surrogate)	111	%	70 - 121 (LCL - UCL)		EPA-8260B			1
Toluene-d8 (Surrogate)	98.5	%	81 - 117 (LCL - UCL)		EPA-8260B			1
4-Bromofluorobenzene (Surrogate)	86.8	%	74 - 121 (LCL - UCL)		EPA-8260B			1

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID:	1701376-22	**Client Sample Name:**	B8-0.5, 1/13/2017 10:20:00AM

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8260B	01/16/17	01/17/17 15:59	JMS	MS-V3	0.760	B[A1135

Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

BCL Sample ID: 1701376-22 | **Client Sample Name:** B8-0.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
TPH - Gasoline	ND	mg/kg	20	5.0	EPA-8015B/FFP	ND		1
TPH - Diesel (FFP)	ND	mg/kg	10	1.2	EPA-8015B/FFP	ND		1
TPH - Motor Oil	**75**	**mg/kg**	**20**	**6.5**	**EPA-8015B/FFP**	ND		1
Tetracosane (Surrogate)	67.8	%	20 - 145 (LCL - UCL)		EPA-8015B/FFP			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8015B/FFP	01/18/17	01/19/17 09:02	AS1	GC-2	1.014	B[A1464

Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-22 | **Client Sample Name:** B8-0.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	**0.86**	**mg/kg**	**1.0**	**0.40**	**EPA-6010B**	ND	**J**	1
Barium	**32**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.090**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	**J**	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.8**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.075		1
Cobalt	**1.7**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	**J**	1
Copper	**4.2**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.094		1
Lead	**2.8**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND		1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**3.3**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		3
Silver	ND	mg/kg	0.50	0.067	EPA-6010B	ND		1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**17**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**14**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.25		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 12:27	JCC	PE-OP3	0.926	B[A1392
2	EPA-7471A	01/17/17	01/18/17 13:22	MEV	CETAC2	0.962	B[A1264
3	EPA-6010B	01/18/17	01/20/17 12:37	JCC	PE-OP3	0.926	B[A1392

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

BCL Sample ID: 1701376-23 | **Client Sample Name:** B8-2.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Aldrin	ND	mg/kg	0.0015	0.00016	EPA-8081A	ND		1
alpha-BHC	ND	mg/kg	0.0015	0.00019	EPA-8081A	ND		1
beta-BHC	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
delta-BHC	ND	mg/kg	0.0015	0.00018	EPA-8081A	ND		1
gamma-BHC (Lindane)	ND	mg/kg	0.0015	0.00010	EPA-8081A	ND		1
Chlordane (Technical)	ND	mg/kg	0.15	0.0045	EPA-8081A	ND		1
4,4'-DDD	**0.00040**	**mg/kg**	**0.0015**	**0.00025**	**EPA-8081A**	ND	**J**	1
4,4'-DDE	**0.0011**	**mg/kg**	**0.0015**	**0.00025**	**EPA-8081A**	ND	**J**	1
4,4'-DDT	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Dieldrin	ND	mg/kg	0.0015	0.00021	EPA-8081A	ND		1
Endosulfan I	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endosulfan II	ND	mg/kg	0.0015	0.00033	EPA-8081A	ND		1
Endosulfan sulfate	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Endrin	ND	mg/kg	0.0015	0.00026	EPA-8081A	ND		1
Endrin aldehyde	ND	mg/kg	0.0015	0.00029	EPA-8081A	ND		1
Heptachlor	ND	mg/kg	0.0015	0.00017	EPA-8081A	ND		1
Heptachlor epoxide	ND	mg/kg	0.0015	0.00023	EPA-8081A	ND		1
Methoxychlor	ND	mg/kg	0.0015	0.00033	EPA-8081A	ND		1
Toxaphene	ND	mg/kg	0.15	0.0039	EPA-8081A	ND		1
TCMX (Surrogate)	90.9	%	20 - 130 (LCL - UCL)		EPA-8081A			1
Decachlorobiphenyl (Surrogate)	98.3	%	40 - 130 (LCL - UCL)		EPA-8081A			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8081A	01/17/17	01/18/17 13:21	HKS	GC-17	2.970	B[A1338

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-23 | **Client Sample Name:** B8-2.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Benzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Bromobenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Bromochloromethane	ND	mg/kg	0.0043	0.00079	EPA-8260B	ND		1
Bromodichloromethane	ND	mg/kg	0.0043	0.00072	EPA-8260B	ND		1
Bromoform	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
Bromomethane	ND	mg/kg	0.0043	0.0014	EPA-8260B	ND	A40	1
n-Butylbenzene	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
sec-Butylbenzene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
tert-Butylbenzene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
Carbon tetrachloride	ND	mg/kg	0.0043	0.00094	EPA-8260B	ND		1
Chlorobenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Chloroethane	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
Chloroform	ND	mg/kg	0.0043	0.00054	EPA-8260B	ND		1
Chloromethane	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
2-Chlorotoluene	ND	mg/kg	0.0043	0.0015	EPA-8260B	ND		1
4-Chlorotoluene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
Dibromochloromethane	ND	mg/kg	0.0043	0.00085	EPA-8260B	ND		1
1,2-Dibromo-3-chloropropane	ND	mg/kg	0.0043	0.0015	EPA-8260B	ND		1
1,2-Dibromoethane	ND	mg/kg	0.0043	0.00085	EPA-8260B	ND		1
Dibromomethane	ND	mg/kg	0.0043	0.0015	EPA-8260B	ND		1
1,2-Dichlorobenzene	ND	mg/kg	0.0043	0.00069	EPA-8260B	ND		1
1,3-Dichlorobenzene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
1,4-Dichlorobenzene	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
Dichlorodifluoromethane	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
1,1-Dichloroethane	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
1,2-Dichloroethane	ND	mg/kg	0.0043	0.00073	EPA-8260B	ND		1
1,1-Dichloroethene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
cis-1,2-Dichloroethene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
trans-1,2-Dichloroethene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
1,2-Dichloropropane	ND	mg/kg	0.0043	0.00069	EPA-8260B	ND		1
1,3-Dichloropropane	ND	mg/kg	0.0043	0.00094	EPA-8260B	ND		1
2,2-Dichloropropane	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
1,1-Dichloropropene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID: 1701376-23 | **Client Sample Name:** B8-2.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
cis-1,3-Dichloropropene	ND	mg/kg	0.0043	0.00094	EPA-8260B	ND		1
trans-1,3-Dichloropropene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
Ethylbenzene	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
Hexachlorobutadiene	ND	mg/kg	0.0043	0.0015	EPA-8260B	ND		1
Isopropylbenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
p-Isopropyltoluene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Methylene chloride	ND	mg/kg	0.0085	0.0021	EPA-8260B	ND		1
Methyl t-butyl ether	ND	mg/kg	0.0043	0.00043	EPA-8260B	ND		1
Naphthalene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
n-Propylbenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Styrene	ND	mg/kg	0.0043	0.0012	EPA-8260B	ND		1
1,1,1,2-Tetrachloroethane	ND	mg/kg	0.0043	0.00094	EPA-8260B	ND		1
1,1,2,2-Tetrachloroethane	ND	mg/kg	0.0043	0.00094	EPA-8260B	ND		1
Tetrachloroethene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
Toluene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
1,2,3-Trichlorobenzene	ND	mg/kg	0.0043	0.0018	EPA-8260B	ND		1
1,2,4-Trichlorobenzene	ND	mg/kg	0.0043	0.0017	EPA-8260B	ND		1
1,1,1-Trichloroethane	ND	mg/kg	0.0043	0.00094	EPA-8260B	ND		1
1,1,2-Trichloroethane	ND	mg/kg	0.0043	0.00066	EPA-8260B	ND		1
Trichloroethene	ND	mg/kg	0.0043	0.00094	EPA-8260B	ND		1
Trichlorofluoromethane	ND	mg/kg	0.0043	0.00094	EPA-8260B	ND		1
1,2,3-Trichloropropane	ND	mg/kg	0.0043	0.0014	EPA-8260B	ND		1
1,1,2-Trichloro-1,2,2-trifluoroethane	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
1,2,4-Trimethylbenzene	ND	mg/kg	0.0043	0.0011	EPA-8260B	ND		1
1,3,5-Trimethylbenzene	ND	mg/kg	0.0043	0.0013	EPA-8260B	ND		1
Vinyl chloride	ND	mg/kg	0.0043	0.0014	EPA-8260B	ND		1
Total Xylenes	ND	mg/kg	0.0085	0.0029	EPA-8260B	ND		1
p- & m-Xylenes	ND	mg/kg	0.0043	0.0019	EPA-8260B	ND		1
o-Xylene	ND	mg/kg	0.0043	0.0010	EPA-8260B	ND		1
1,2-Dichloroethane-d4 (Surrogate)	114	%	70 - 121 (LCL - UCL)		EPA-8260B			1
Toluene-d8 (Surrogate)	100	%	81 - 117 (LCL - UCL)		EPA-8260B			1
4-Bromofluorobenzene (Surrogate)	92.6	%	74 - 121 (LCL - UCL)		EPA-8260B			1

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

BCL Sample ID:	1701376-23	**Client Sample Name:**	B8-2.5, 1/13/2017 10:20:00AM

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8260B	01/16/17	01/17/17 16:22	JMS	MS-V3	0.855	B[A1135

Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

BCL Sample ID: 1701376-23 | **Client Sample Name:** B8-2.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
TPH - Gasoline	ND	mg/kg	20	5.0	EPA-8015B/FFP	ND		1
TPH - Diesel (FFP)	ND	mg/kg	10	1.2	EPA-8015B/FFP	ND		1
TPH - Motor Oil	ND	mg/kg	20	6.5	EPA-8015B/FFP	ND		1
Tetracosane (Surrogate)	81.3	%	20 - 145 (LCL - UCL)		EPA-8015B/FFP			1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-8015B/FFP	01/18/17	01/19/17 05:06	AS1	GC-2	1	B[A1464

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-23 | **Client Sample Name:** B8-2.5, 1/13/2017 10:20:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Antimony	ND	mg/kg	5.0	0.33	EPA-6010B	ND		1
Arsenic	ND	mg/kg	1.0	0.40	EPA-6010B	ND		1
Barium	**32**	**mg/kg**	**0.50**	**0.18**	**EPA-6010B**	ND		1
Beryllium	**0.086**	**mg/kg**	**0.50**	**0.047**	**EPA-6010B**	ND	J	1
Cadmium	ND	mg/kg	0.50	0.052	EPA-6010B	ND		1
Chromium	**4.4**	**mg/kg**	**0.50**	**0.050**	**EPA-6010B**	0.076		1
Cobalt	**1.7**	**mg/kg**	**2.5**	**0.098**	**EPA-6010B**	ND	J	1
Copper	**3.5**	**mg/kg**	**1.0**	**0.050**	**EPA-6010B**	0.096		1
Lead	**1.6**	**mg/kg**	**2.5**	**0.28**	**EPA-6010B**	ND	J	1
Mercury	ND	mg/kg	0.16	0.041	EPA-7471A	ND		2
Molybdenum	ND	mg/kg	2.5	0.050	EPA-6010B	ND		1
Nickel	**3.1**	**mg/kg**	**0.50**	**0.15**	**EPA-6010B**	ND		1
Selenium	ND	mg/kg	1.0	0.98	EPA-6010B	ND		3
Silver	**0.080**	**mg/kg**	**0.50**	**0.067**	**EPA-6010B**	ND	J	1
Thallium	ND	mg/kg	5.0	0.64	EPA-6010B	ND		1
Vanadium	**16**	**mg/kg**	**0.50**	**0.11**	**EPA-6010B**	ND		1
Zinc	**13**	**mg/kg**	**2.5**	**0.087**	**EPA-6010B**	0.25		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/18/17	01/19/17 12:29	JCC	PE-OP3	0.943	B[A1392
2	EPA-7471A	01/17/17	01/18/17 13:24	MEV	CETAC2	0.962	B[A1264
3	EPA-6010B	01/18/17	01/20/17 12:38	JCC	PE-OP3	0.943	B[A1392

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Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-25 | **Client Sample Name:** Wipe - N1, 1/13/2017 10:15:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Lead	**12000**	**ug/sq. ft.**	**12**	**1.4**	**EPA-6010B**	ND	**A07**	1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/19/17	01/20/17 11:09	JCC	PE-OP3	5	B[A1491

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-26 | **Client Sample Name:** Wipe - N2, 1/13/2017 10:15:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Lead	**140**	**ug/sq. ft.**	**2.5**	**0.28**	**EPA-6010B**	ND		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/19/17	01/19/17 18:39	JCC	PE-OP3	1	B[A1491

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

BCL Sample ID: 1701376-27 | **Client Sample Name:** Wipe - N3, 1/13/2017 10:30:00AM

Constituent	Result	Units	PQL	MDL	Method	MB Bias	Lab Quals	Run #
Lead	**49**	**ug/sq. ft.**	**2.5**	**0.28**	**EPA-6010B**	ND		1

Run #	Method	Prep Date	Run Date/Time	Analyst	Instrument	Dilution	QC Batch ID
1	EPA-6010B	01/19/17	01/19/17 18:41	JCC	PE-OP3	1	B[A1491

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

Quality Control Report - Method Blank Analysis

Constituent	QC Sample ID	MB Result	Units	PQL	MDL	Lab Quals
QC Batch ID: B[A1338						
Aldrin	B[A1338-BLK1	ND	mg/kg	0.00050	0.000055	
alpha-BHC	B[A1338-BLK1	ND	mg/kg	0.00050	0.000064	
beta-BHC	B[A1338-BLK1	ND	mg/kg	0.00050	0.000071	
delta-BHC	B[A1338-BLK1	ND	mg/kg	0.00050	0.000059	
gamma-BHC (Lindane)	B[A1338-BLK1	ND	mg/kg	0.00050	0.000034	
Chlordane (Technical)	B[A1338-BLK1	ND	mg/kg	0.050	0.0015	
4,4'-DDD	B[A1338-BLK1	ND	mg/kg	0.00050	0.000085	
4,4'-DDE	B[A1338-BLK1	ND	mg/kg	0.00050	0.000083	
4,4'-DDT	B[A1338-BLK1	ND	mg/kg	0.00050	0.000078	
Dieldrin	B[A1338-BLK1	ND	mg/kg	0.00050	0.000070	
Endosulfan I	B[A1338-BLK1	ND	mg/kg	0.00050	0.000087	
Endosulfan II	B[A1338-BLK1	ND	mg/kg	0.00050	0.00011	
Endosulfan sulfate	B[A1338-BLK1	ND	mg/kg	0.00050	0.000099	
Endrin	B[A1338-BLK1	ND	mg/kg	0.00050	0.000087	
Endrin aldehyde	B[A1338-BLK1	ND	mg/kg	0.00050	0.000097	
Heptachlor	B[A1338-BLK1	ND	mg/kg	0.00050	0.000057	
Heptachlor epoxide	B[A1338-BLK1	ND	mg/kg	0.00050	0.000078	
Methoxychlor	B[A1338-BLK1	ND	mg/kg	0.00050	0.00011	
Toxaphene	B[A1338-BLK1	ND	mg/kg	0.050	0.0013	
TCMX (Surrogate)	**B[A1338-BLK1**	**108**	%	**20 - 130 (LCL - UCL)**		
Decachlorobiphenyl (Surrogate)	**B[A1338-BLK1**	**93.0**	%	**40 - 130 (LCL - UCL)**		

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

Quality Control Report - Laboratory Control Sample

Constituent	QC Sample ID	Type	Result	Spike Level	Units	Percent Recovery	RPD	Control Limits Percent Recovery	Control Limits RPD	Lab Quals
QC Batch ID: B[A1338										
Aldrin	B[A1338-BS1	LCS	0.0051626	0.0050505	mg/kg	102		70 - 130		
gamma-BHC (Lindane)	B[A1338-BS1	LCS	0.0048303	0.0050505	mg/kg	95.6		60 - 140		
4,4'-DDT	B[A1338-BS1	LCS	0.0040532	0.0050505	mg/kg	80.3		60 - 140		
Dieldrin	B[A1338-BS1	LCS	0.0047263	0.0050505	mg/kg	93.6		70 - 130		
Endrin	B[A1338-BS1	LCS	0.0040576	0.0050505	mg/kg	80.3		60 - 140		
Heptachlor	B[A1338-BS1	LCS	0.0045663	0.0050505	mg/kg	90.4		60 - 140		
TCMX (Surrogate)	B[A1338-BS1	LCS	0.010414	0.010101	mg/kg	103		20 - 130		
Decachlorobiphenyl (Surrogate)	B[A1338-BS1	LCS	0.016664	0.020202	mg/kg	82.5		40 - 130		

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Organochlorine Pesticides (EPA Method 8081A)

Quality Control Report - Precision & Accuracy

Constituent	Type	Source Sample ID	Source Result	Result	Spike Added	Units	RPD	Percent Recovery	Control Limits RPD	Control Limits Percent Recovery	Lab Quals
QC Batch ID: B[A1338	Used client sample: N										
Aldrin	MS	1634543-58	ND	0.0044695	0.0050336	mg/kg		88.8		50 - 140	
	MSD	1634543-58	ND	0.0045547	0.0050676	mg/kg	1.9	89.9	30	50 - 140	
gamma-BHC (Lindane)	MS	1634543-58	ND	0.0043738	0.0050336	mg/kg		86.9		50 - 140	
	MSD	1634543-58	ND	0.0045615	0.0050676	mg/kg	4.2	90.0	30	50 - 140	
4,4'-DDT	MS	1634543-58	ND	0.0036956	0.0050336	mg/kg		73.4		50 - 140	
	MSD	1634543-58	ND	0.0039280	0.0050676	mg/kg	6.1	77.5	30	50 - 140	
Dieldrin	MS	1634543-58	ND	0.0043980	0.0050336	mg/kg		87.4		40 - 140	
	MSD	1634543-58	ND	0.0045459	0.0050676	mg/kg	3.3	89.7	30	40 - 140	
Endrin	MS	1634543-58	ND	0.0037738	0.0050336	mg/kg		75.0		50 - 150	
	MSD	1634543-58	ND	0.0039051	0.0050676	mg/kg	3.4	77.1	30	50 - 150	
Heptachlor	MS	1634543-58	ND	0.0040779	0.0050336	mg/kg		81.0		60 - 140	
	MSD	1634543-58	ND	0.0042176	0.0050676	mg/kg	3.4	83.2	30	60 - 140	
TCMX (Surrogate)	MS	1634543-58	ND	0.0083607	0.010067	mg/kg		83.1		20 - 130	
	MSD	1634543-58	ND	0.0099145	0.010135	mg/kg	17.0	97.8		20 - 130	
Decachlorobiphenyl (Surrogate)	MS	1634543-58	ND	0.016263	0.020134	mg/kg		80.8		40 - 130	
	MSD	1634543-58	ND	0.017953	0.020270	mg/kg	9.9	88.6		40 - 130	

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

Quality Control Report - Method Blank Analysis

Constituent	QC Sample ID	MB Result	Units	PQL	MDL	Lab Quals
QC Batch ID: B[A1135						
Benzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
Bromobenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
Bromochloromethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.00092	
Bromodichloromethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.00084	
Bromoform	B[A1135-BLK1	ND	mg/kg	0.0050	0.0015	
Bromomethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0016	
n-Butylbenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0015	
sec-Butylbenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0012	
tert-Butylbenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0012	
Carbon tetrachloride	B[A1135-BLK1	ND	mg/kg	0.0050	0.0011	
Chlorobenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
Chloroethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0014	
Chloroform	B[A1135-BLK1	ND	mg/kg	0.0050	0.00063	
Chloromethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0014	
2-Chlorotoluene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0018	
4-Chlorotoluene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0014	
Dibromochloromethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.00099	
1,2-Dibromo-3-chloropropane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0017	
1,2-Dibromoethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0010	
Dibromomethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0018	
1,2-Dichlorobenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.00081	
1,3-Dichlorobenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0014	
1,4-Dichlorobenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0015	
Dichlorodifluoromethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
1,1-Dichloroethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0014	
1,2-Dichloroethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.00085	
1,1-Dichloroethene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0012	
cis-1,2-Dichloroethene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
trans-1,2-Dichloroethene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0014	
1,2-Dichloropropane	B[A1135-BLK1	ND	mg/kg	0.0050	0.00081	
1,3-Dichloropropane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0011	
2,2-Dichloropropane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
1,1-Dichloropropene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0012	
cis-1,3-Dichloropropene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0011	

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

Quality Control Report - Method Blank Analysis

Constituent	QC Sample ID	MB Result	Units	PQL	MDL	Lab Quals
QC Batch ID: B[A1135						
trans-1,3-Dichloropropene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0012	
Ethylbenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0015	
Hexachlorobutadiene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0017	
Isopropylbenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
p-Isopropyltoluene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
Methylene chloride	B[A1135-BLK1	ND	mg/kg	0.010	0.0024	
Methyl t-butyl ether	B[A1135-BLK1	ND	mg/kg	0.0050	0.00050	
Naphthalene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0014	
n-Propylbenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
Styrene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0014	
1,1,1,2-Tetrachloroethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0011	
1,1,2,2-Tetrachloroethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0011	
Tetrachloroethene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
Toluene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0012	
1,2,3-Trichlorobenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0021	
1,2,4-Trichlorobenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0020	
1,1,1-Trichloroethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0011	
1,1,2-Trichloroethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.00077	
Trichloroethene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0011	
Trichlorofluoromethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0011	
1,2,3-Trichloropropane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0016	
1,1,2-Trichloro-1,2,2-trifluoroethane	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
1,2,4-Trimethylbenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0013	
1,3,5-Trimethylbenzene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0015	
Vinyl chloride	B[A1135-BLK1	ND	mg/kg	0.0050	0.0016	
Total Xylenes	B[A1135-BLK1	ND	mg/kg	0.010	0.0034	
p- & m-Xylenes	B[A1135-BLK1	ND	mg/kg	0.0050	0.0022	
o-Xylene	B[A1135-BLK1	ND	mg/kg	0.0050	0.0012	
1,2-Dichloroethane-d4 (Surrogate)	**B[A1135-BLK1**	**99.3**	%	**70 - 121 (LCL - UCL)**		
Toluene-d8 (Surrogate)	**B[A1135-BLK1**	**97.3**	%	**81 - 117 (LCL - UCL)**		
4-Bromofluorobenzene (Surrogate)	**B[A1135-BLK1**	**92.8**	%	**74 - 121 (LCL - UCL)**		

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

Quality Control Report - Laboratory Control Sample

Constituent	QC Sample ID	Type	Result	Spike Level	Units	Percent Recovery	RPD	Control Limits Percent Recovery	Control Limits RPD	Lab Quals
QC Batch ID: B[A1135										
Benzene	B[A1135-BS1	LCS	0.12442	0.12500	mg/kg	99.5		70 - 130		
Bromodichloromethane	B[A1135-BS1	LCS	0.11272	0.12500	mg/kg	90.2		70 - 130		
Chlorobenzene	B[A1135-BS1	LCS	0.11584	0.12500	mg/kg	92.7		70 - 130		
Chloroethane	B[A1135-BS1	LCS	0.12963	0.12500	mg/kg	104		70 - 130		
1,4-Dichlorobenzene	B[A1135-BS1	LCS	0.11358	0.12500	mg/kg	90.9		70 - 130		
1,1-Dichloroethane	B[A1135-BS1	LCS	0.11560	0.12500	mg/kg	92.5		70 - 130		
1,1-Dichloroethene	B[A1135-BS1	LCS	0.12149	0.12500	mg/kg	97.2		70 - 130		
Toluene	B[A1135-BS1	LCS	0.11667	0.12500	mg/kg	93.3		70 - 130		
Trichloroethene	B[A1135-BS1	LCS	0.11636	0.12500	mg/kg	93.1		70 - 130		
1,2-Dichloroethane-d4 (Surrogate)	B[A1135-BS1	LCS	0.048410	0.050000	mg/kg	96.8		70 - 121		
Toluene-d8 (Surrogate)	B[A1135-BS1	LCS	0.049270	0.050000	mg/kg	98.5		81 - 117		
4-Bromofluorobenzene (Surrogate)	B[A1135-BS1	LCS	0.047260	0.050000	mg/kg	94.5		74 - 121		

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Volatile Organic Analysis (EPA Method 8260B/5035)

Quality Control Report - Precision & Accuracy

Constituent	Type	Source Sample ID	Source Result	Result	Spike Added	Units	RPD	Percent Recovery	Control Limits RPD	Control Limits Percent Recovery	Lab Quals
QC Batch ID: B[A1135	Used client sample: N										
Benzene	MS	1634543-98	ND	0.12219	0.12500	mg/kg		97.8		70 - 130	
	MSD	1634543-98	ND	0.12337	0.12500	mg/kg	1.0	98.7	20	70 - 130	
Bromodichloromethane	MS	1634543-98	ND	0.11172	0.12500	mg/kg		89.4		70 - 130	
	MSD	1634543-98	ND	0.11334	0.12500	mg/kg	1.4	90.7	20	70 - 130	
Chlorobenzene	MS	1634543-98	ND	0.11947	0.12500	mg/kg		95.6		70 - 130	
	MSD	1634543-98	ND	0.11622	0.12500	mg/kg	2.8	93.0	20	70 - 130	
Chloroethane	MS	1634543-98	ND	0.13015	0.12500	mg/kg		104		70 - 130	
	MSD	1634543-98	ND	0.13529	0.12500	mg/kg	3.9	108	20	70 - 130	
1,4-Dichlorobenzene	MS	1634543-98	ND	0.12164	0.12500	mg/kg		97.3		70 - 130	
	MSD	1634543-98	ND	0.11232	0.12500	mg/kg	8.0	89.9	20	70 - 130	
1,1-Dichloroethane	MS	1634543-98	ND	0.11543	0.12500	mg/kg		92.3		70 - 130	
	MSD	1634543-98	ND	0.11869	0.12500	mg/kg	2.8	95.0	20	70 - 130	
1,1-Dichloroethene	MS	1634543-98	ND	0.12247	0.12500	mg/kg		98.0		70 - 130	
	MSD	1634543-98	ND	0.12028	0.12500	mg/kg	1.8	96.2	20	70 - 130	
Toluene	MS	1634543-98	ND	0.11479	0.12500	mg/kg		91.8		70 - 130	
	MSD	1634543-98	ND	0.12265	0.12500	mg/kg	6.6	98.1	20	70 - 130	
Trichloroethene	MS	1634543-98	ND	0.11419	0.12500	mg/kg		91.4		70 - 130	
	MSD	1634543-98	ND	0.11556	0.12500	mg/kg	1.2	92.4	20	70 - 130	
1,2-Dichloroethane-d4 (Surrogate)	MS	1634543-98	ND	0.046260	0.050000	mg/kg		92.5		70 - 121	
	MSD	1634543-98	ND	0.047250	0.050000	mg/kg	2.1	94.5		70 - 121	
Toluene-d8 (Surrogate)	MS	1634543-98	ND	0.049150	0.050000	mg/kg		98.3		81 - 117	
	MSD	1634543-98	ND	0.049000	0.050000	mg/kg	0.3	98.0		81 - 117	
4-Bromofluorobenzene (Surrogate)	MS	1634543-98	ND	0.047960	0.050000	mg/kg		95.9		74 - 121	
	MSD	1634543-98	ND	0.046460	0.050000	mg/kg	3.2	92.9		74 - 121	

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

Quality Control Report - Method Blank Analysis

Constituent	QC Sample ID	MB Result	Units	PQL	MDL	Lab Quals
QC Batch ID: B[A1464						
TPH - Gasoline	B[A1464-BLK1	ND	mg/kg	20	5.0	
TPH - Diesel (FFP)	B[A1464-BLK1	ND	mg/kg	10	1.2	
TPH - Motor Oil	B[A1464-BLK1	ND	mg/kg	20	6.5	
Tetracosane (Surrogate)	**B[A1464-BLK1**	**83.2**	%	**20 - 145 (LCL - UCL)**		

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Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

Quality Control Report - Laboratory Control Sample

Constituent	QC Sample ID	Type	Result	Spike Level	Units	Percent Recovery	RPD	Control Limits Percent Recovery	Control Limits RPD	Lab Quals
QC Batch ID: B[A1464										
TPH - Diesel (FFP)	B[A1464-BS1	LCS	69.707	83.333	mg/kg	83.6		64 - 124		
Tetracosane (Surrogate)	B[A1464-BS1	LCS	3.2203	3.3333	mg/kg	96.6		20 - 145		

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Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Petroleum Hydrocarbons

Quality Control Report - Precision & Accuracy

Constituent	Type	Source Sample ID	Source Result	Result	Spike Added	Units	RPD	Percent Recovery	Control Limits RPD	Control Limits Percent Recovery	Lab Quals
QC Batch ID: B[A1464	Used client sample: N										
TPH - Diesel (FFP)	MS	1634543-97	ND	71.701	83.893	mg/kg		85.5		52 - 131	
	MSD	1634543-97	ND	62.998	84.175	mg/kg	12.9	74.8	30	52 - 131	
Tetracosane (Surrogate)	MS	1634543-97	ND	3.2874	3.3557	mg/kg		98.0		20 - 145	
	MSD	1634543-97	ND	2.8726	3.3670	mg/kg	13.5	85.3		20 - 145	

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Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

Quality Control Report - Method Blank Analysis

Constituent	QC Sample ID	MB Result	Units	PQL	MDL	Lab Quals
QC Batch ID: B[A1264						
Mercury	B[A1264-BLK1	ND	mg/kg	0.16	0.041	
QC Batch ID: B[A1346						
Antimony	B[A1346-BLK1	ND	mg/kg	5.0	0.33	
Arsenic	B[A1346-BLK1	ND	mg/kg	1.0	0.40	
Barium	B[A1346-BLK1	ND	mg/kg	0.50	0.18	
Beryllium	B[A1346-BLK1	ND	mg/kg	0.50	0.047	
Cadmium	B[A1346-BLK1	ND	mg/kg	0.50	0.052	
Chromium	**B[A1346-BLK1**	**0.061310**	**mg/kg**	**0.50**	**0.050**	**J**
Cobalt	B[A1346-BLK1	ND	mg/kg	2.5	0.098	
Copper	**B[A1346-BLK1**	**0.29784**	**mg/kg**	**1.0**	**0.050**	**J**
Lead	B[A1346-BLK1	ND	mg/kg	2.5	0.28	
Molybdenum	B[A1346-BLK1	ND	mg/kg	2.5	0.050	
Nickel	B[A1346-BLK1	ND	mg/kg	0.50	0.15	
Selenium	B[A1346-BLK1	ND	mg/kg	1.0	0.98	
Silver	B[A1346-BLK1	ND	mg/kg	0.50	0.067	
Thallium	B[A1346-BLK1	ND	mg/kg	5.0	0.64	
Vanadium	B[A1346-BLK1	ND	mg/kg	0.50	0.11	
Zinc	**B[A1346-BLK1**	**0.39236**	**mg/kg**	**2.5**	**0.087**	**J**
QC Batch ID: B[A1392						
Antimony	B[A1392-BLK1	ND	mg/kg	5.0	0.33	
Arsenic	B[A1392-BLK1	ND	mg/kg	1.0	0.40	
Barium	B[A1392-BLK1	ND	mg/kg	0.50	0.18	
Beryllium	B[A1392-BLK1	ND	mg/kg	0.50	0.047	
Cadmium	B[A1392-BLK1	ND	mg/kg	0.50	0.052	
Chromium	**B[A1392-BLK1**	**0.080616**	**mg/kg**	**0.50**	**0.050**	**J**
Cobalt	B[A1392-BLK1	ND	mg/kg	2.5	0.098	
Copper	**B[A1392-BLK1**	**0.10202**	**mg/kg**	**1.0**	**0.050**	**J**
Lead	B[A1392-BLK1	ND	mg/kg	2.5	0.28	
Molybdenum	B[A1392-BLK1	ND	mg/kg	2.5	0.050	
Nickel	B[A1392-BLK1	ND	mg/kg	0.50	0.15	
Selenium	B[A1392-BLK2	ND	mg/kg	1.0	0.98	
Silver	B[A1392-BLK1	ND	mg/kg	0.50	0.067	
Thallium	B[A1392-BLK1	ND	mg/kg	5.0	0.64	

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Total Concentrations (TTLC)

Quality Control Report - Method Blank Analysis

Constituent	QC Sample ID	MB Result	Units	PQL	MDL	Lab Quals
QC Batch ID: B[A1392						
Vanadium	B[A1392-BLK1	ND	mg/kg	0.50	0.11	
Zinc	**B[A1392-BLK1**	**0.26951**	**mg/kg**	**2.5**	**0.087**	**J**
QC Batch ID: B[A1491						
Lead	B[A1491-BLK1	ND	ug/sq. ft.	2.5	0.28	

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

Quality Control Report - Laboratory Control Sample

Constituent	QC Sample ID	Type	Result	Spike Level	Units	Percent Recovery	RPD	Control Limits Percent Recovery	Control Limits RPD	Lab Quals
QC Batch ID: B[A1264										
Mercury	B[A1264-BS1	LCS	0.85712	0.80000	mg/kg	107		80 - 120		
QC Batch ID: B[A1346										
Antimony	B[A1346-BS1	LCS	107.94	100.00	mg/kg	108		75 - 125		
Arsenic	B[A1346-BS1	LCS	10.081	10.000	mg/kg	101		75 - 125		
Barium	B[A1346-BS1	LCS	111.08	100.00	mg/kg	111		75 - 125		
Beryllium	B[A1346-BS1	LCS	10.469	10.000	mg/kg	105		75 - 125		
Cadmium	B[A1346-BS1	LCS	10.589	10.000	mg/kg	106		75 - 125		
Chromium	B[A1346-BS1	LCS	115.48	100.00	mg/kg	115		75 - 125		
Cobalt	B[A1346-BS1	LCS	107.85	100.00	mg/kg	108		75 - 125		
Copper	B[A1346-BS1	LCS	103.91	100.00	mg/kg	104		75 - 125		
Lead	B[A1346-BS1	LCS	106.54	100.00	mg/kg	107		75 - 125		
Molybdenum	B[A1346-BS1	LCS	111.04	100.00	mg/kg	111		75 - 125		
Nickel	B[A1346-BS1	LCS	116.76	100.00	mg/kg	117		75 - 125		
Selenium	B[A1346-BS1	LCS	10.797	10.000	mg/kg	108		75 - 125		
Silver	B[A1346-BS1	LCS	10.252	10.000	mg/kg	103		75 - 125		
Thallium	B[A1346-BS1	LCS	119.84	100.00	mg/kg	120		75 - 125		
Vanadium	B[A1346-BS1	LCS	112.09	100.00	mg/kg	112		75 - 125		
Zinc	B[A1346-BS1	LCS	107.69	100.00	mg/kg	108		75 - 125		
QC Batch ID: B[A1392										
Antimony	B[A1392-BS1	LCS	100.92	100.00	mg/kg	101		75 - 125		
Arsenic	B[A1392-BS1	LCS	9.6384	10.000	mg/kg	96.4		75 - 125		
Barium	B[A1392-BS1	LCS	111.06	100.00	mg/kg	111		75 - 125		
Beryllium	B[A1392-BS1	LCS	10.248	10.000	mg/kg	102		75 - 125		
Cadmium	B[A1392-BS1	LCS	9.8081	10.000	mg/kg	98.1		75 - 125		
Chromium	B[A1392-BS1	LCS	108.03	100.00	mg/kg	108		75 - 125		
Cobalt	B[A1392-BS1	LCS	101.81	100.00	mg/kg	102		75 - 125		
Copper	B[A1392-BS1	LCS	95.918	100.00	mg/kg	95.9		75 - 125		
Lead	B[A1392-BS1	LCS	100.21	100.00	mg/kg	100		75 - 125		
Molybdenum	B[A1392-BS1	LCS	102.70	100.00	mg/kg	103		75 - 125		
Nickel	B[A1392-BS1	LCS	108.18	100.00	mg/kg	108		75 - 125		
Selenium	B[A1392-BS2	LCS	10.516	10.000	mg/kg	105		75 - 125		
Silver	B[A1392-BS1	LCS	9.6734	10.000	mg/kg	96.7		75 - 125		
Thallium	B[A1392-BS1	LCS	112.23	100.00	mg/kg	112		75 - 125		

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180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

Quality Control Report - Laboratory Control Sample

Constituent	QC Sample ID	Type	Result	Spike Level	Units	Percent Recovery	RPD	Control Limits Percent Recovery	Control Limits RPD	Lab Quals
QC Batch ID: B[A1392										
Vanadium	B[A1392-BS1	LCS	106.92	100.00	mg/kg	107		75 - 125		
Zinc	B[A1392-BS1	LCS	99.146	100.00	mg/kg	99.1		75 - 125		
QC Batch ID: B[A1491										
Lead	B[A1491-BS1	LCS	92.3	100	ug/sq. ft.	92.3		75 - 125		

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

Quality Control Report - Precision & Accuracy

Constituent	Type	Source Sample ID	Source Result	Result	Spike Added	Units	RPD	Percent Recovery	Control Limits RPD	Control Limits Percent Recovery	Lab Quals
QC Batch ID: B[A1264	Used client sample: Y - Description: B1-0.5, 01/13/2017 09:45										
Mercury	DUP	1701376-01	ND	ND		mg/kg			20		
	MS	1701376-01	ND	0.87079	0.79365	mg/kg		110		80 - 120	
	MSD	1701376-01	ND	0.86746	0.79365	mg/kg	0.4	109	20	80 - 120	
QC Batch ID: B[A1346	Used client sample: N										
Antimony	DUP	1634346-21RE1	ND	ND		mg/kg			20		
	MS	1634346-21RE1	ND	44.843	100.00	mg/kg		44.8		16 - 119	J
	MSD	1634346-21RE1	ND	45.875	100.00	mg/kg	2.3	45.9	20	16 - 119	J
Arsenic	DUP	**1634346-21RE1**	**6.9569**	**ND**		**mg/kg**			**20**		
	MS	**1634346-21RE1**	**6.9569**	**9.6226**	**10.000**	**mg/kg**		**26.7**		**75 - 125**	**J,Q03**
	MSD	**1634346-21RE1**	**6.9569**	**12.249**	**10.000**	**mg/kg**	**24.0**	**52.9**	**20**	**75 - 125**	**Q02,Q03**
Barium	DUP	1634346-21RE1	122.88	109.96		mg/kg	11.1		20		
	MS	1634346-21RE1	122.88	225.81	100.00	mg/kg		103		75 - 125	
	MSD	1634346-21RE1	122.88	220.90	100.00	mg/kg	2.2	98.0	20	75 - 125	
Beryllium	DUP	1634346-21RE1	ND	ND		mg/kg			20		
	MS	1634346-21RE1	ND	9.6989	10.000	mg/kg		97.0		75 - 125	
	MSD	1634346-21RE1	ND	9.4570	10.000	mg/kg	2.5	94.6	20	75 - 125	
Cadmium	DUP	**1634346-21RE1**	**40.957**	**35.285**		**mg/kg**	**14.9**		**20**		
	MS	**1634346-21RE1**	**40.957**	**49.748**	**10.000**	**mg/kg**		**87.9**		**75 - 125**	
	MSD	**1634346-21RE1**	**40.957**	**46.104**	**10.000**	**mg/kg**	**7.6**	**51.5**	**20**	**75 - 125**	**Q03**
Chromium	DUP	1634346-21RE1	14.683	14.250		mg/kg	3.0		20		
	MS	1634346-21RE1	14.683	116.31	100.00	mg/kg		102		75 - 125	
	MSD	1634346-21RE1	14.683	115.12	100.00	mg/kg	1.0	100	20	75 - 125	
Cobalt	DUP	1634346-21RE1	10.453	12.637		mg/kg	18.9		20		J
	MS	1634346-21RE1	10.453	109.47	100.00	mg/kg		99.0		75 - 125	
	MSD	1634346-21RE1	10.453	108.14	100.00	mg/kg	1.2	97.7	20	75 - 125	
Copper	DUP	**1634346-21RE1**	**831.54**	**784.72**		**mg/kg**	**5.8**		**20**		
	MS	**1634346-21RE1**	**831.54**	**1077.5**	**100.00**	**mg/kg**		**246**		**75 - 125**	**Q03**
	MSD	**1634346-21RE1**	**831.54**	**953.85**	**100.00**	**mg/kg**	**12.2**	**122**	**20**	**75 - 125**	
Lead	DUP	1634346-21RE1	76.400	69.203		mg/kg	9.9		20		
	MS	1634346-21RE1	76.400	173.75	100.00	mg/kg		97.4		75 - 125	
	MSD	1634346-21RE1	76.400	172.62	100.00	mg/kg	0.7	96.2	20	75 - 125	
Molybdenum	DUP	**1634346-21RE1**	**3.5183**	**4.4569**		**mg/kg**	**23.5**		**20**		**J,A02**
	MS	**1634346-21RE1**	**3.5183**	**99.207**	**100.00**	**mg/kg**		**95.7**		**75 - 125**	
	MSD	**1634346-21RE1**	**3.5183**	**99.129**	**100.00**	**mg/kg**	**0.1**	**95.6**	**20**	**75 - 125**	
Nickel	DUP	1634346-21RE1	22.282	20.610		mg/kg	7.8		20		
	MS	1634346-21RE1	22.282	133.02	100.00	mg/kg		111		75 - 125	
	MSD	1634346-21RE1	22.282	129.80	100.00	mg/kg	2.5	108	20	75 - 125	

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Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

Quality Control Report - Precision & Accuracy

Constituent	Type	Source Sample ID	Source Result	Result	Spike Added	Units	RPD	Percent Recovery	Control Limits RPD	Control Limits Percent Recovery	Lab Quals
QC Batch ID: B[A1346	Used client sample: N										
Selenium	DUP	**I634346-21RE1**	**10.937**	**16.333**		**mg/kg**	**39.6**		**20**		**A02**
	MS	**I634346-21RE1**	**10.937**	**14.303**	**10.000**	**mg/kg**		**33.7**		**75 - 125**	**Q03**
	MSD	**I634346-21RE1**	**10.937**	**17.785**	**10.000**	**mg/kg**	**21.7**	**68.5**	**20**	**75 - 125**	**Q02,Q03**
Silver	DUP	I634346-21RE1	4.4459	5.0240		mg/kg	12.2		20		
	MS	I634346-21RE1	4.4459	13.680	10.000	mg/kg		92.3		75 - 125	
	MSD	I634346-21RE1	4.4459	13.452	10.000	mg/kg	1.7	90.1	20	75 - 125	
Thallium	DUP	I634346-21RE1	ND	ND		mg/kg			20		
	MS	I634346-21RE1	ND	98.863	100.00	mg/kg		98.9		75 - 125	
	MSD	I634346-21RE1	ND	100.71	100.00	mg/kg	1.9	101	20	75 - 125	
Vanadium	DUP	I634346-21RE1	21.649	19.499		mg/kg	10.4		20		
	MS	I634346-21RE1	21.649	123.95	100.00	mg/kg		102		75 - 125	
	MSD	I634346-21RE1	21.649	120.49	100.00	mg/kg	2.8	98.8	20	75 - 125	
Zinc	DUP	**I634346-21RE1**	**6453.8**	**6292.5**		**mg/kg**	**2.5**		**20**		
	MS	**I634346-21RE1**	**6453.8**	**6916.3**	**100.00**	**mg/kg**		**463**		**75 - 125**	**A03**
	MSD	**I634346-21RE1**	**6453.8**	**6200.6**	**100.00**	**mg/kg**	**10.9**	**-253**	**20**	**75 - 125**	**A03**
QC Batch ID: B[A1392	Used client sample: N										
Antimony	DUP	1701444-01	ND	ND		mg/kg			20		
	MS	1701444-01	ND	103.77	100.00	mg/kg		104		16 - 119	
	MSD	1701444-01	ND	103.40	100.00	mg/kg	0.4	103	20	16 - 119	
Arsenic	DUP	1701444-01	ND	ND		mg/kg			20		
	MS	1701444-01	ND	9.8518	10.000	mg/kg		98.5		75 - 125	
	MSD	1701444-01	ND	10.300	10.000	mg/kg	4.4	103	20	75 - 125	
Barium	DUP	**1701444-01**	**0.20516**	**0.22366**		**mg/kg**	**8.6**		**20**		**J**
	MS	**1701444-01**	**0.20516**	**52.017**	**100.00**	**mg/kg**		**51.8**		**75 - 125**	**Q03**
	MSD	**1701444-01**	**0.20516**	**59.261**	**100.00**	**mg/kg**	**13.0**	**59.1**	**20**	**75 - 125**	**Q03**
Beryllium	DUP	1701444-01	ND	ND		mg/kg			20		
	MS	1701444-01	ND	10.190	10.000	mg/kg		102		75 - 125	
	MSD	1701444-01	ND	10.280	10.000	mg/kg	0.9	103	20	75 - 125	
Cadmium	DUP	1701444-01	ND	ND		mg/kg			20		
	MS	1701444-01	ND	10.439	10.000	mg/kg		104		75 - 125	
	MSD	1701444-01	ND	10.353	10.000	mg/kg	0.8	104	20	75 - 125	
Chromium	DUP	1701444-01	1.2126	1.1616		mg/kg	4.3		20		
	MS	1701444-01	1.2126	111.40	100.00	mg/kg		110		75 - 125	
	MSD	1701444-01	1.2126	110.81	100.00	mg/kg	0.5	110	20	75 - 125	
Cobalt	DUP	1701444-01	ND	ND		mg/kg			20		
	MS	1701444-01	ND	105.05	100.00	mg/kg		105		75 - 125	
	MSD	1701444-01	ND	104.63	100.00	mg/kg	0.4	105	20	75 - 125	

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Rincon Consultants
180 North Ashwood Avenue
Ventura, CA 93003

Reported: 01/23/2017 13:59
Project: 1040 Flower St.
Project Number: 16-3292
Project Manager: Ariel Namm

Total Concentrations (TTLC)

Quality Control Report - Precision & Accuracy

Constituent	Type	Source Sample ID	Source Result	Result	Spike Added	Units	RPD	Percent Recovery	Control Limits RPD	Control Limits Percent Recovery	Lab Quals
QC Batch ID: B[A1392	Used client sample: N										
Copper	DUP	1701444-01	0.63136	0.65576		mg/kg	3.8		20		J
	MS	1701444-01	0.63136	101.84	100.00	mg/kg		101		75 - 125	
	MSD	1701444-01	0.63136	103.93	100.00	mg/kg	2.0	103	20	75 - 125	
Lead	DUP	1701444-01	ND	ND		mg/kg			20		
	MS	1701444-01	ND	99.365	100.00	mg/kg		99.4		75 - 125	
	MSD	1701444-01	ND	102.30	100.00	mg/kg	2.9	102	20	75 - 125	
Molybdenum	DUP	1701444-01	0.92995	0.83678		mg/kg	10.5		20		J
	MS	1701444-01	0.92995	104.03	100.00	mg/kg		103		75 - 125	
	MSD	1701444-01	0.92995	104.58	100.00	mg/kg	0.5	104	20	75 - 125	
Nickel	DUP	1701444-01	0.20917	0.20087		mg/kg	4.0		20		J
	MS	1701444-01	0.20917	112.60	100.00	mg/kg		112		75 - 125	
	MSD	1701444-01	0.20917	112.19	100.00	mg/kg	0.4	112	20	75 - 125	
Selenium	DUP	**1701444-01**	**ND**	**ND**		**mg/kg**			**20**		
	MS	**1701444-01**	**ND**	**12.397**	**10.000**	**mg/kg**		**124**		**75 - 125**	
	MSD	**1701444-01**	**ND**	**13.852**	**10.000**	**mg/kg**	**11.1**	**139**	**20**	**75 - 125**	**Q03**
Silver	DUP	1701444-01	ND	ND		mg/kg			20		
	MS	1701444-01	ND	9.8042	10.000	mg/kg		98.0		75 - 125	
	MSD	1701444-01	ND	9.8847	10.000	mg/kg	0.8	98.8	20	75 - 125	
Thallium	DUP	1701444-01	ND	ND		mg/kg			20		
	MS	1701444-01	ND	117.99	100.00	mg/kg		118		75 - 125	
	MSD	1701444-01	ND	118.19	100.00	mg/kg	0.2	118	20	75 - 125	
Vanadium	DUP	1701444-01	5.9890	7.0401		mg/kg	16.1		20		
	MS	1701444-01	5.9890	110.61	100.00	mg/kg		105		75 - 125	
	MSD	1701444-01	5.9890	111.26	100.00	mg/kg	0.6	105	20	75 - 125	
Zinc	DUP	1701444-01	7.5750	7.0503		mg/kg	7.2		20		
	MS	1701444-01	7.5750	116.86	100.00	mg/kg		109		75 - 125	
	MSD	1701444-01	7.5750	116.72	100.00	mg/kg	0.1	109	20	75 - 125	
QC Batch ID: B[A1491	Used client sample: N										
Lead	DUP	1701379-13	ND	ND		ug/sq. ft.			20		
	MS	1701379-13	ND	104	100	ug/sq. ft.		104		75 - 125	
	MSD	1701379-13	ND	105	100	ug/sq. ft.	1.0	105	20	75 - 125	

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Rincon Consultants 180 North Ashwood Avenue Ventura, CA 93003	**Reported:** 01/23/2017 13:59 Project: 1040 Flower St. Project Number: 16-3292 Project Manager: Ariel Namm

Notes And Definitions

J	Estimated Value (CLP Flag)
MDL	Method Detection Limit
ND	Analyte Not Detected
PQL	Practical Quantitation Limit
A01	Detection and quantitation limits are raised due to sample dilution.
A02	The difference between duplicate readings is less than the quantitation limit.
A03	The sample concentration is more than 4 times the spike level.
A07	Detection and quantitation limits were raised due to sample dilution caused by high analyte concentration or matrix interference.
A10	Detection and quantitation limits were raised due to matrix interference.
A40	Initial calibration linearity criteria not met.
Q02	Matrix spike precision is not within the control limits.
Q03	Matrix spike recovery(s) is(are) not within the control limits.

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10A1

City Council Staff Update
August 11, 2020

To:	Mayor and Councilmembers
From:	Maryn Pitt, Assistant to the City Manager for Economic Development/Housing
Prepared by:	Maryn Pitt, Assistant to the City Manager for Economic Development/Housing
Subject:	Economic Development Update – August 2020

August Economic Update

We are in uncharted waters....

California Labor Market: has greatly declined. The Unemployment Rate has exceeded all prior records, as an estimated 12 to 15 percent of Californians have lost their jobs since March 2020. In Turlock, for February 2020, the unemployment rate was 4.70% in contrast to the April 30, 2020 of 14.70%.

COVID-19 Impacts on sales tax generation.

Turlock's top 25 sale tax generators produced approximately 52.7% of the city's sale tax revenue. The table below depicts that almost all of Turlock's top sales tax generators remain open.

The economic impacts of COVID-19 are already shaping up to be significant, yet uneven, across the country. Not only are workers and businesses affected, but so too is the fiscal capacity of governments that rely on a healthy economy for their revenue. As the crisis unfolds, the impact on cities' bottom line will be driven not only by overall economic conditions but specifically the parts of the economy where revenue is generated: retail sales, income and wages, and real estate.

The results indicate an uneven geography of fiscal impact, Turlock seems well positioned to be hit less hard and bounce back more quickly than many communities that have larger service-based economies.

Top 25 Sales Tax Generators

The list is no particular order and is based on sales from January 2020-March 30, 2020. These twenty-five businesses generate 52.7% of Turlock's Sales and Use Tax Revenue.

ARCO AM/PM MINI MARTS

KOHL'S

SHELL SERVICE STATIONS

BONANDER PONTIAC/BUICK/GMC

LOWE'S

SMITH CHEVROLET

CHEVRON SERVICE STATIONS

MCDONALD'S

TARGET STORES

COSTCO WHOLESALE

N & S TURLOCK

TJ MAXX

DUST BOWL BREWING COMPANY

NELSON-JAMESON

TURLOCK CHRYSLER DODGE JEEP RAM

GARTON FORD TRACTOR

ROSS STORES

UNITED RENTALS

HOME DEPOT

SAFEWAY

VALERO SERVICE STATIONS

INDEPENDENT ELECTRIC SUPPLY

SAVE MART

WAL MART STORES

GOMES AND SONS

City Revenues Differ in Timing and Economic Linkage.

Some municipal revenue collections, by the nature of their design and collection practices, have a more direct and immediate relationship to the economy than others. The Property Tax provides about $13 billion to cities in FY2019-20. Because of the way taxable property is assessed, due and paid, property tax revenues are slow to respond to changes in economic conditions. To the extent there is an effect of the immediate pandemic, associated changes in behavior, and economics on property values, we will not see this show up significantly in revenue allocations until 2021-22. Even then, the effects of this immediate although severe pandemic event may be mild when it comes to the taxable value of property, which for many properties, is already well below market value.

The effects of the pandemic and related economic conditions will have a fairly immediate effect on sales tax revenues. But the effect on Turlock seems to be less based on the preliminary 2nd quarter sales tax estimates provided by the California Department of Fee and Tax Administration.

Especially impacted are the following sectors:

- Taxable sales of motor vehicle fuel and related products have fallen dramatically due to the shelter-in-place order. The service station category is about 8 percent of statewide sales.
- Auto sales likely to fall significantly. Auto is about 13 percent of statewide sales.
- Shift from dining to groceries will severely impact. (Take-out is taxed). Eating and drinking group is about 10 percent of statewide sales.
- Generally, drop in consumer confidence should impact negatively, but online sales may abate some of this. Refrigerator/freezer sales seeing a bump.
- Major impacts with corollary impacts on all related revenues.
- College Towns. With college life shut down at least through June, most of the students who buy taxable goods have gone home to mooch off their families.
- Hotel Tax (Transient Occupancy Tax) provides about $3 billion annually to cities statewide. Turlock historically receives approximately $1.3 million in TOT. TOT revenues are being hit hard by the pandemic event, although some tourism cities have already had their "high season" outside the March through June period. Turlock's business travel sector is back, but the Fairgrounds, University and the City's sports fields are what drives weekend hotel stays and is affecting the overall hotel occupancy rates.

Business Outreach

The City has created a database of business licensees and uploaded into Mail Chimp as part of the business outreach effort related to COVID, funding opportunities and business resources during the pandemic. Currently, the City is communicating with almost 3,000 business license holders with more than a 50% open rate on our outreach to them.

Better News

<u>New construction continues on the following:</u>

Dutch Bros/ Domino's Pizza is soon to open (Monte Vista Avenue near CSU Stanislaus)

Smart and Final is open in the Turlock Town Center. Pop Eyes will also locate there and their plans are under review.

On the Horizon

Staff is working on **six industrial projects** which will add more than 1,000 jobs to our local economy over the next 30-month period. These projects are both expansion as well as new construction projects in our base sector employment segments.

There were multiple offers on the former Dustbowl space downtown.

Staff is working with the shopping center owner on potential tenants for the JC Penney space which will be vacated in the next few months.

Hometown Buffet will not be re-opening and there are current discussions on potential new restaurants tenants for that space.

For questions or additional information about this update, please contact Maryn Pitt at 668-5439 or by email at mpitt@turlock.ca.us